

¹On December 9, 2020, a notice was issued by the Postal Service that the Spanish Fort Post Office will be closed effective January 1, 2021. On December 10, 2020, a revised notice was issued that the Spanish Fort Post Office will be closed effective January 15, 2021.

(A) To the best of Petitioner's knowledge and belief, the Postal Service did not follow the procedures for discontinuance required by 39 C.F.R. §241.

(B) To the best of Petitioner's knowledge and belief, the Postal Service did not conduct a feasibility study of the discontinuance of the Spanish Fort Post Office as required by 39 C.F.R. § 241.3(a)(3).

(C) In the event that a feasibility study was conducted, the Postal Service did not provide the public with notice of the proposed action so as to enable the persons served by the Spanish Fort Post Office to evaluate the proposal and provide comments. *Id.* § 241.3(a)(3)(I).

(D) The Postal Service is required to provide both notice and questionnaires to postal customers at the facility under study. *Id.* § 214.3(a)(4)(iii). To the best of Petitioner's knowledge and belief, no customer of the Spanish Fort Post Office received notice or questionnaires by mail or otherwise as required.

(E) The Final Determination was issued to the customers of the Spanish Fort Post Office, without the benefit of public comments, by issuance of notice issued on December 9, 2020, stating that the Spanish Fort Post Office will be closed effective January 1, 2021. On December 10, 2020, a revised notice was issued stating that the Spanish Fort Post Office will be closed effective January 15, 2021, from Cynthia Brown, United States Postal Services, Retail Manager District Marketing. Copies of said notices of Final Determination are attached hereto and made a part hereof as Exhibits A and B. Said Final Determination did not contain the factual findings required by 39 C.F.R. § 241.3(a)(3)(ii) and 39 U.S.C. § 404(d)(3).

(F) To the best of Petitioner's knowledge and belief, no written proposal was prepared as required by 39 C.F.R. § 241.3(c)(4).

(G) If such a written proposal was prepared, said proposal and invitation for public comment were never made available to the affected customers, nor were they posted in the facility under study as required by 39 C.F.R. § 241.3(d)(I).

(H) No community meeting was held to provide outreach and gain public input as required by 39 C.F.R. § 241.3(d)(3).

(I) 39 C.F.R. § 241.3(d)(4) requires that all documentation gathered and considered concerning the proposed change must be retained in the record, and such record must be made available for public inspection at the affected Postal Service locations. No record was made available for public inspection.

(J) The Final Determination which was issued by the Postal Service failed to include the notice required by 39 C.F.R. § 241.3(f)(2)(i), in that it did not notify the affected customers of their right to inspect the record.

(K) The Final Determination which was issued by the Postal Service failed to include the notice required by 39 C.F.R. § 241.3(f)(2)(ii), in that it did not notify the affected customers of their right to appeal said Final Determination to the Postal Regulatory Commission.

4. The Postal Service has failed to adequately consider the issues which it is required to consider under 39 C.F.R. § 241.3.

5. The Postal Service has failed to make factual findings and document the same as required by 39 C.F.R. § 241.3.

6. The Postal Service has failed to post any notices at the Spanish Fort Post Office informing affected customers of either the proposal or of the Final Determination.

7. On information and belief, the Postal Service has failed to make available the Administrative Record and required documents for review by the public in accordance with the applicable rules and regulations.

8. The Postal Service has failed to fairly and adequately consider all factors required when making a determination to discontinue the Spanish Fort Post Office. The City of Spanish Fort and the surrounding community will be negatively impacted by the closing of the Spanish Fort Post Office due to increased travel time, diminished access to postal services, cost to

businesses as a result of changing addresses and business practices, potential loss of sales taxes and business opportunities, among other issues.

9. United States Senator Richard Shelby and United States Representative Bradley Byrne and their representatives have been in contact with representatives from the Postal Service and were informed that the Spanish Fort Post Office boxes would not be removed from the City of Spanish Fort but would remain in the City of Spanish Fort and would be a part of a solicitation for bids. Upon review of the solicitation of bids, it was determined that the Post Office boxes were omitted from the solicitation of bids, and this was confirmed with representatives from the Postal Service. Senator Shelby, Representative Byrne and/or their representatives have been misled by the Postal Service, and as a result, the Mayor and City Council of the City of Spanish Fort and the community have been misled regarding the intentions of the Postal Service related to the Spanish Fort Post Office. Attached as Exhibit C is a letter from Representative Bradley Byrne to the United States Postmaster General Louis DeJoy outlining the communications between Representative Byrne and representatives from the Postal Service and Representative Byrne's belief that he had been misled by the Postal Service. Attached as Exhibit D is a letter from Mayor Michael M. McMillan to United States Postmaster General Louis DeJoy. Included with both of the letters is the solicitation of bids issued by the Postal Service which excludes the Spanish Fort Post Office boxes.

10. The Petitioner asserts that the Postal Service should be required to follow the discontinuance procedures set forth in 39 C.F.R. §241, and the Spanish Fort Post Office should be considered a "sole source" as it is the only post office located in the corporate limits of the City of

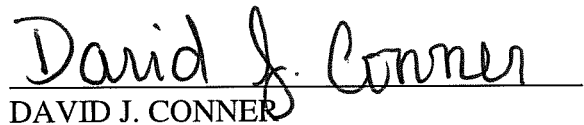
Spanish Fort. In addition, the Spanish Fort Post Office serves unincorporated and rural areas surrounding the corporate limits of the City of Spanish Fort.

11. Finally, due to the impact of the COVID 19 pandemic, on information and belief, it is our understanding that some post office closures have been halted, and bills have been introduced into Congress which would stop the closing of post offices during the pandemic. If the Spanish Fort Post Office is closed, this would increase demand on the Daphne Post Office at a time social distancing requirements mandate limited customer access and additional precautions.

12. The City of Spanish Fort has a Post Office Box at the Spanish Fort Post Office, and its mailing address is P. O. Box 7226, Spanish Fort, Alabama, 36577. Mayor Michael M. McMillan and Council Members R. Curtis Smith, Clewis Smith, Jr., Mary W. Brabner, Shane Perry and Carl Gustafson have executed a Verification of the facts and matters alleged in this Participant Statement.

WHEREFORE, for the foregoing reasons, Petitioner respectfully appeals the Postal Service's Final Determination issued on December 9, 2020, and respectfully prays that this Honorable Commission reverse and remand said Final Determination.

Respectfully submitted this 24th day of December, 2020.



DAVID J. CONNER
City Attorney
City of Spanish Fort, Alabama / Petitioner

OF COUNSEL:
BLACKBURN & CONNER, P.C.
Attorneys at Law
Post Office Box 458
Bay Minette, Alabama 36507
(251) 937-1750

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268

In the Matter of

*

SPANISH FORT, ALABAMA 36527

*

Docket No.: _____

City of Spanish Fort, Petitioner.

*

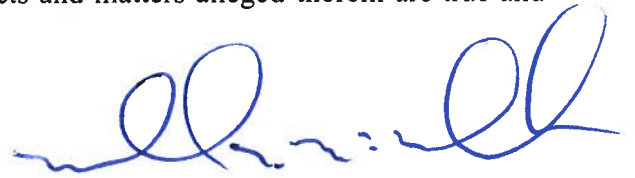
COUNTY OF BALDWIN

VERIFICATION

STATE OF ALABAMA

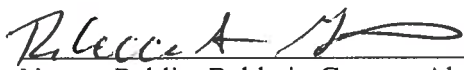
Before me, the undersigned authority duly authorized to administer oaths, personally appeared MICHAEL M. MCMILLAN, who is known to me, and who, after being first duly and legally sworn, did depose and say under oath as follows:

That he is the Mayor of the City of Spanish Fort, Alabama, Petitioner in the above and foregoing Participant Statement, and that the facts and matters alleged therein are true and correct to the best of his knowledge and belief.



MICHAEL M. MCMILLAN
Mayor
City of Spanish Fort, Alabama

Sworn to and subscribed before me this
23rd day of December, 2020.



Notary Public, Baldwin County, Alabama
My Commission Expires: 11-16-24



BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268

In the Matter of

*

SPANISH FORT, ALABAMA 36527

*

Docket No.: _____

City of Spanish Fort, Petitioner.

*

COUNTY OF BALDWIN

VERIFICATION

STATE OF ALABAMA

Before me, the undersigned authority duly authorized to administer oaths, personally appeared R. CURTIS SMITH, who is known to me, and who, after being first duly and legally sworn, did depose and say under oath as follows:

That he is a Council Member of the City of Spanish Fort, Alabama, Petitioner in the above and foregoing Participant Statement, and that the facts and matters alleged therein are true and correct to the best of his knowledge and belief.

R. CURTIS SMITH
City Council Member
City of Spanish Fort, Alabama

Sworn to and subscribed before me this
23 day of December, 2020.

Notary Public, Baldwin County, Alabama
My Commission Expires: 02/28/2024

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268

In the Matter of

*

SPANISH FORT, ALABAMA 36527

*

Docket No.: _____

City of Spanish Fort, Petitioner.

*

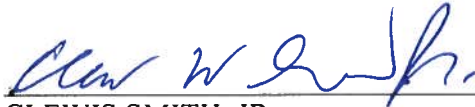
COUNTY OF BALDWIN

VERIFICATION

STATE OF ALABAMA


Before me, the undersigned authority duly authorized to administer oaths, personally appeared CLEWIS SMITH, JR., who is known to me, and who, after being first duly and legally sworn, did depose and say under oath as follows:

That he is a Council Member of the City of Spanish Fort, Alabama, Petitioner in the above and foregoing Participant Statement, and that the facts and matters alleged therein are true and correct to the best of his knowledge and belief.



CLEWIS SMITH, JR.
City Council Member
City of Spanish Fort, Alabama

Sworn to and subscribed before me this
23 day of December, 2020.



Notary Public, Baldwin County, Alabama
My Commission Expires: 02/28/2024

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268

In the Matter of

*

SPANISH FORT, ALABAMA 36527

*

Docket No.: _____

City of Spanish Fort, Petitioner.

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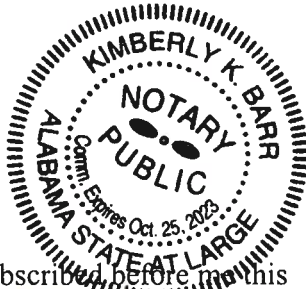
COUNTY OF BALDWIN

VERIFICATION

STATE OF ALABAMA

Before me, the undersigned authority duly authorized to administer oaths, personally appeared MARY W. BRABNER, who is known to me, and who, after being first duly and legally sworn, did depose and say under oath as follows:

That she is a Council Member of the City of Spanish Fort, Alabama, Petitioner in the above and foregoing Participant Statement, and that the facts and matters alleged therein are true and correct to the best of her knowledge and belief.



Mary W. Brabner

MARY W. BRABNER
City Council Member
City of Spanish Fort, Alabama

Sworn to and subscribed before me on this
23rd day of December, 2020.

Kimberly K. Barn

Notary Public, Baldwin County, Alabama

My Commission Expires: Oct 25 2023

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268

In the Matter of

*

SPANISH FORT, ALABAMA 36527

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Docket No.: _____

City of Spanish Fort, Petitioner.

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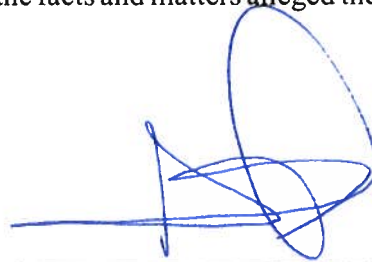
COUNTY OF BALDWIN

VERIFICATION

STATE OF ALABAMA

Before me, the undersigned authority duly authorized to administer oaths, personally appeared SHANE PERRY, who is known to me, and who, after being first duly and legally sworn, did depose and say under oath as follows:

That he is a Council Member of the City of Spanish Fort, Alabama, Petitioner in the above and foregoing Participant Statement, and that the facts and matters alleged therein are true and correct to the best of his knowledge and belief.



SHANE PERRY
City Council Member
City of Spanish Fort, Alabama

Sworn to and subscribed before me this
23 day of December, 2020.



Notary Public, Baldwin County, Alabama

My Commission Expires: 02/28/2024

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268

In the Matter of

*

SPANISH FORT, ALABAMA 36527

*

Docket No.: _____

City of Spanish Fort, Petitioner.

*


COUNTY OF BALDWIN

VERIFICATION

STATE OF ALABAMA

Before me, the undersigned authority duly authorized to administer oaths, personally appeared CARL GUSTAFSON, who is known to me, and who, after being first duly and legally sworn, did depose and say under oath as follows:

That he is a Council Member of the City of Spanish Fort, Alabama, Petitioner in the above and foregoing Participant Statement, and that the facts and matters alleged therein are true and correct to the best of his knowledge and belief.



CARL GUSTAFSON
City Council Member
City of Spanish Fort, Alabama

Sworn to and subscribed before me this
23 day of December, 2020.



Notary Public, Baldwin County, Alabama
My Commission Expires: 02/28/2024

BEFORE THE
POSTAL REGULATORY COMMISSION
WASHINGTON, D.C. 20268

In the Matter of

*

SPANISH FORT, ALABAMA 36527

*

Docket No.: _____

City of Spanish Fort, Petitioner.

*


COUNTY OF BALDWIN

VERIFICATION

STATE OF ALABAMA


Before me, the undersigned authority duly authorized to administer oaths, personally appeared REBECCA A. GAINES, who is known to me, and who, after being first duly and legally sworn, did depose and say under oath as follows:

That she is the City Clerk of the City of Spanish Fort, Alabama, Petitioner in the above and foregoing Participant Statement, and that the facts and matters alleged therein are true and correct to the best of her knowledge and belief.


REBECCA A. GAINES
City Clerk
City of Spanish Fort, Alabama

Sworn to and subscribed before me this

23 day of December, 2020.



Notary Public, Baldwin County, Alabama
My Commission Expires: 02/28/2021

EXHIBIT A

From: Brown, Cynthia D - Birmingham, AL
Sent: Wednesday, December 9, 2020 11:50 AM
To: Johnson, Stacey N - Daphne, AL <Stacey.N.Johnson2@usps.gov>; Golson, Jaleesa L - Daphne, AL <Jaleesa.L.Golson@usps.gov>
Cc: Kindle IV, Lewis A - Alabama District, AL <lewis.a.kindle@usps.gov>; Kolmetz JR, Douglas M - Andalusia, AL <Douglas.M.Kolmetz@usps.gov>; Williamson, Denise D - Florala, AL <Denise.D.Williamson@usps.gov>
Subject: Signage_Spanish Fort CPO-CPU CLOSING NOTICE
Importance: High

Hi Stacey –

Please ensure the attached signage is posted at Spanish Fort CPO today.

Thank you. Stay safe!

Cynthia D. Brown

Retail Manager | District Marketing
PO Box 395 | Birmingham AL 35201-0395
Office 205.521.7944 | eFAX 650.577.5702
Online Customer Support: [USPS.com](https://usps.com) or 800-275-8777

<image001.png>

The information transmitted is intended only for the person or entity to which it is addressed and may contain confidential, proprietary, and/or privileged material. Any review, retransmission, dissemination or other use of, or taking of any action in reliance upon this information by persons or entities other than the intended recipient is prohibited. If you received this in error, please contact the sender and delete the material from all computers.



**UNITED STATES
POSTAL SERVICE®**

ATTENTION POSTAL CUSTOMERS

**This postal unit will be closed
effective January 1, 2021.**

***We apologize for this
inconvenience.***

Please visit the following location:

**Daphne Post Office
808 Daphne Ave
Daphne, AL 36526**

You may order stamps by calling 1-800-Stamp 24 or visit our
website at www.usps.com.

EXHIBIT B

From: Brown, Cynthia D - Birmingham, AL
Sent: Thursday, December 10, 2020 7:16 AM
To: Johnson, Stacey N - Daphne, AL <Stacey.N.Johnson2@usps.gov>; Golson, Jaleesa L - Daphne, AL
<Jaleesa.L.Golson@usps.gov>

Cc: Kindle IV, Lewis A - Alabama District, AL <lewis.a.kindle@usps.gov>; Kolmetz JR, Douglas M - Andalusia, AL <Douglas.M.Kolmetz@usps.gov>; Williamson, Denise D - Florala, AL <Denise.D.Williamson@usps.gov>

Subject: FW: Signage_Spanish Fort CPO-CPU CLOSING NOTICE

Importance: High

Good morning Stacey,

Please replace the closing signage at Spanish Fort CPO with the attached signage. The wrong date is on the signage that is displayed.

My apologies.

Thank you. Stay safe!

Cynthia D. Brown

Retail Manager | District Marketing

PO Box 395 | Birmingham AL 35201-0395

Office 205.521.7944 | eFAX 650.577.5702

Online Customer Support: [USPS.com](https://usps.com) or 800-275-8777



**UNITED STATES
POSTAL SERVICE®**

ATTENTION POSTAL CUSTOMERS

**This postal unit will be closed
effective January 15, 2021.**

***We apologize for this
inconvenience.***

Please visit the following location:

**Daphne Post Office
808 Daphne Ave
Daphne, AL 36526**

You may order stamps by calling 1-800-Stamp 24 or visit our
website at www.usps.com.

EXHIBIT C

Congress of the United States
Washington, DC 20515

November 14, 2020

VIA EMAIL: URGENT/IMMEDIATE ATTENTION REQUIRED

The Honorable Louis DeJoy
Postmaster General of the United States
475 L'Enfant Plaza, S.W.
Washington, DC 20260

Dear Postmaster General DeJoy:

I write to you regarding an urgent situation relating to the ongoing solicitation for bids for the Contract Postal Unit (CPU) in Spanish Fort, Alabama, which closed yesterday. As outlined below, local officials and I were personally misled by USPS employees regarding the situation with the CPU bidding process. Given the irregularities regarding this process and the total inadequacy of the solution proposed, I request you immediately withdraw the outstanding RFP, conduct an investigation into what has occurred, and restart the process with a solution that will actually meet the needs of the community.

Spanish Fort is one of the fastest growing communities in Alabama. Unfortunately, the citizens of Spanish Fort do not have a full-service Post Office and are served by a CPU. This CPU currently houses approximately 700 P.O. Boxes, which are vital for the local business community. The contract for this CPU is expiring in January 2021.

For over a year, my staff, local officials, and I have been engaging with USPS legislative affairs and local officials to advocate for a full service Spanish Fort Post Office to replace the CPU, which is the only solution that truly meets the needs of the community. My staff was told that a CPU was the only option for the community to maintain the current level of services. While I was unhappy with this solution, my staff and I informed USPS that the community could live with a replacement CPU as long as the 700 P.O. Boxes were maintained within Spanish Fort city limits.

As noted in the attached correspondence, my staff was directly told by USPS that "if there is no successful bidder, the postal service will move the 700 occupied PO Boxes to the Daphne PO." (Exhibit A). However, per your staff, "this is a last resort" (*Id.* (emphasis added)). During a phone call I personally had on November 2nd with Andrew Neal and Scott Slusher of USPS regarding this matter, I specifically raised this issue again. I was told that maintaining the P.O. Box service was part of the ongoing RFP process for the CPU, and that USPS was doing everything in its power to maintain the P.O. Boxes. This reflected what local officials had also been told by USPS.

Unfortunately, I learned yesterday that what local officials and I were told was not true. Yesterday, a copy of the current RFP for the new CPU was forwarded to my office. (Exhibit B). To my surprise and dismay, I learned that the proposal included no request that the bidder provide P.O. Box services at all. My staff contacted Andrew Neal in your office and inquired as to why the RFP did not contain a request that the bidder maintain the P.O. Boxes. For the first time, we were told that the Postal Service had already decided that the P.O. Boxes would not be continued in Spanish Fort, and that a notice would be going out in early December that the P.O. Boxes were being transferred to the Daphne Post Office.

Let me be clear: this is an entirely unacceptable solution. The Daphne Post Office is a 15-minute drive from Spanish Fort, and it is unworkable and unreasonable to ask that the Spanish Fort community

give up the 700 Boxes that are needed for families and the business community to instead make a 30+ minute round trip.

My staff continued to press legislative affairs on this issue yesterday. They were at first told by Scott Slusher that contrary to what Mr. Neal told us, the P.O. Boxes could still be maintained at the CPU assuming there was an acceptable bid. When my staff pointed out that the P.O. Boxes were not mentioned in the RFP at all, legislative affairs was at first unhappy that we had obtained a copy of the RFP but finally admitted that the P.O Boxes would not be maintained. My staff was told this was due to a collective bargaining agreement that now prohibits CPUs from operating P.O. Boxes.

If it is true that collective bargaining restrictions in fact prevent the P.O. Boxes from being maintained at a new CPU, this of course brings this entire issue full circle. The community needs a full-service Post Office, which the local community would be happy to have serviced by members of the union covered under the collective bargaining agreement. Consequently, I renew my request that the community be provided the full-service Post Office it needs and deserves. The City of Spanish Fort is willing and ready to help facilitate a free-standing post office in a timely and affordable manner.

The bottom line is this entire process has been irregular and must be started anew. In closing, I again respectfully ask that you intervene, investigate this situation, cancel the current RFP, and start over with a solution that meets the needs of the community. Should you have any questions, please contact Matthew Bishop in my office at Matthew.Bishop@mail.house.gov.

Thank you for your attention to this letter. I look forward to your reply.

Sincerely,

A handwritten signature in black ink, appearing to read 'Bradley Byrne', with a long horizontal line extending to the right.

Bradley Byrne
MEMBER OF CONGRESS

cc: The Honorable Carolyn B. Maloney, Chairwoman, Committee on Oversight & Reform
The Honorable James Comer, Ranking Member, Committee on Oversight & Reform
The Honorable Michael M. McMillan, Mayor, Spanish Fort
Judy S. Mannings, Alabama Legislative Chair for the National Association of Postal Supervisors
Sharon McIntosh, President, American Postal Workers, Local 715

From: Kindle IV, Lewis A - Alabama District, AL <lewis.a.kindle@usps.gov>
Sent: Thursday, October 8, 2020 3:35 PM
To: Clark, Allison <Allison.Clark@mail.house.gov>
Cc: Madison, Shanek L - Birmingham, AL <Shanek.L.Madison@usps.gov>; Brown, Cynthia D - Birmingham, AL <cynthia.d.brown@usps.gov>; Spratling, April C - Alabama District, AL <April.C.Spratling@usps.gov>
Subject: FW: Spanish Fort CPU

Ms. Clark

As discussed during our conversation on 10/6/2020. The inquiry was concerning Spanish Fort CPU.

- The Postal service is setting looking to bid for a new contract
- The present attendant contract expires January 2021
- An EDDM mailing has gone out to solicit new bidders for Spanish Fort.
- The Postal Service is seeking a contractor with a bid within an allowable monetary contract.
- If there is no successful bidder, the postal service will move the 700 occupied PO Boxes to the Daphne PO. (this is a last resort)

Thank you,

Lewis A. Kindle, IV
Marketing Manager
Alabama District
U.S. Postal Service
P. O. Box 395
Birmingham, AL 35201-0395
☎ 205-521-0416
☎ 205-521-0398
✉ lewis.a.kindle@usps.gov





Date: **11/3/2020**

PROSPECTIVE OFFEROR

Solicitation No. : 2D-21-A-0006	Contract Postal Unit (CPU) – Spanish Fort AL
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The Host Administrative Office (HAO) has indicated that you may be interested in providing Contract Postal Unit (CPU) services for the subject location. This will be an RSSBP (Retail System Software-Business Partner) performance-based contract. The RSSBP system is a weighing, rating and metering system.

The attached solicitation package describes the work to be performed, states the terms and conditions of the award, and provides instructions on preparing and submitting proposals. Additionally, the Postal Service reserves the right to award multiple performance-based priced contracts under this solicitation.

The term of the contract shall be for an indefinite period. Offers will be accepted for an RSSBP performance-based contract. If you are awarded this contract, you will be required to submit an Electronic Funds Transfer (EFT) Form to ensure compliance with the Prompt Payment Act. Payments are made in arrears within 30 days after the end of each performance month (i.e. July payment is made on or before August 30).

The RSSBP system will be provided by, and remains the property of, the Postal Service. The CPU supplier will be responsible for providing supplies for the system after the initial supplies provided by the Postal Service are exhausted. These supplies include:

METER POSTAGE AND STAMPS

1. Meter Postage-All postage added to the RSSBP system will be purchased from Pitney Bowes as outlined in the attached payment options.
2. Stamps and stamped paper products must be purchased from a USPS authorized provider i.e., Stamp Fulfillment Svs. (SFS) OR American Bank Note (ABN).
3. Receipt paper, meter labels, and printer cleaning supplies can be purchased at USPS.com by ACH Debit, check, Credit Card, or Pay Pal.

To Submit a **PROPOSAL**, please complete and submit the following documents: **(11 pages Plus Financials)**.

1. **Solicitation/Offer/Award** and complete **Blocks 10 through 12b, 16b and 16c. (1 Page).**
NOTE: EMAIL ADDRESS IS REQUIRED in Block 10.
2. Under the **Contract Postal Unit Schedule**, please complete **2.2 & 2.3. (4 Pages).**
3. **Attachment 1** (Requirements with any proposed hours changes) **(1 Page.)**
4. **Attachment 2** (Supplier Business Proposal, Information and Worksheet). **(2 pages).**
5. **Supplier Financial Form (1 Page)** with **ALL applicable financial documents.**
6. **Attachment 4-Compensation.** (Insert YOUR Percentage in First Paragraph ONLY) **(1 Page).**
7. **W-9 (Must match Solicitation/Offer/Award Blocks 10 thru 12). (1 Page).**

Please scan to: andrew.c.weaver@usps.gov or fax to: **651-306-6527** no later than 4:00 PM on: **11/13/2020**

If you are **"NOT"** interested in providing these services, please let the undersigned know by email or short letter.

If you have any questions, please feel free to contact me at: **303-743-1304**

Andy Weaver
Purchasing & SM Specialist

SOLICITATION - PROPOSAL - AWARD
RSSBP (RETAIL SYSTEM SOFTWARE-BUSINESS PARTNER)
Performance-Based Contract Postal Unit (CPU)

*****FOR OFFICIAL USE ONLY*****

1. Contract No.		2. Request No 1275698		3. Solicitation No. 2D-21-A-0006	
4a. For Information Call: Name Andy Weaver Purchasing and Supply Management Specialist		4b. Telephone No. 303-743-1304		4c. Fax No. 651-306-6527	
4d. e-Mail andrew.c.weaver@usps.gov		5. Issued By Customer Products and Fulfillment CMC US Postal Services – CPAC 3300 S Parker Rd., Ste. 400 Aurora CO 80014-3500		6. Soc/Ec Code	
7. UNSPC 8014170300		8. Admin Office Finance No. 01-2300		9. CPU Site ID	
10. Supplier (Name and Mailing Address) Individual or Company Name: _____ DBA (if applicable) _____ Address/P.O. Box: _____ _____ City, State, Zip+4: _____ Contact Name: _____ Telephone No.: _____ Fax No.: _____ e-Mail Address: _____			11. CPU Physical Location CPU Physical Address: _____ _____ City, State, Zip+4: _____ _____ Contact Name: _____ Telephone No: _____ Fax No: _____ email Address: _____ Proposed CPU Site Name: _____		
12a. Taxpayer Identification No. (TIN) or Social Security No. (SSN)			12b. Parent TIN (if applicable)		
13a. HAO Administrative Office Name Daphne PO			13b. HAO Office Address and Phone number 808 Daphne Ave Daphne, AL 36526-0000		

14. General Description of Requirement

- a) The supplier must provide dedicated space, services and equipment in compliance with the terms and conditions of this contract and all attachments hereto.
- b) The supplier must provide the postal goods and services specified herein in accordance with the provisions of the Domestic Mail Manual (DMM) and International Mail Manual (IMM) concerning those goods and services, including its mailing rates and service fees. The supplier may not impose a surcharge for services provided, or increase or decrease the rates and fees established in the DMM or IMM.
- c) The supplier must follow the procedures set out in Publication 116, Contract Postal Unit Operations Guide.
- d) The supplier must comply with all Postal policies and procedures.

15. Compensation – The Postal Service will pay the supplier a percentage of the revenue received from the sale of postal products and services, in accordance with the payment rate or rates set forth in Attachment 4, Compensation.

16a. The supplier is required to sign this document and return to the issuing office. The supplier agrees, subject to the terms and conditions specified herein, to provide and deliver all items identified above and on any additional pages.

16b. Signature of Person Authorized to Sign	17a. Signature of Contracting Officer
16c. Printed Name and Title of Person Authorized to Sign	17b. Printed Name of Contracting Officer
Date Signed	Diana L. Heyburn Date Signed

Note: The supplier agrees that if this proposal is accepted by the Postal Service within ninety (90) calendar days from the solicitation return date, a binding contract will result. The supplier must set forth full, accurate and complete information as required by this document. The penalty for making false statements in proposals is prescribed in 18 U.S.C. 1001.

PART 1 – CONTRACT POSTAL UNIT SCHEDULE

1.1 CONTRACT POSTAL UNIT OPERATION

The supplier agrees to operate a Contract Postal Unit (CPU) in a facility operated by a supplier, at a supplier-owned or leased site, under contract to the Postal Service to provide specified Postal Services and supplies to the public, the terms and conditions established herein. Days and hours of operation will be coordinated with the designated postal official listed in Attachment 1, who will serve as the Postal Service point of contact with the supplier. A copy of the notice of appointment defining this individual's authority will be furnished to the supplier upon award. The contract will be for an indefinite term, subject to the rights of termination specified herein. The supplier must provide the services listed in Attachment 1, Requirements. The property required for the operation of this CPU is identified in Attachment 5 – Design & Construction Requirements (D&CR).

NAICS SELF-CERTIFICATION

For supplier self-certification, NAICS code 453998, ALL OTHER MISC STORE RETAILERS, is applicable to this solicitation (for more information visit www.sba.gov).

1.2 ACKNOWLEDGMENT OF AMENDMENTS

The supplier acknowledges receipt of amendments to the solicitation numbered and dated as follows:

Amendment Number	Date	Amendment Number	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PART 2 – SOLICITATION PROVISIONS

2.1 PROVISION 4-1 STANDARD SOLICITATION PROVISIONS

- a. **Submission of Offers.** Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified on this solicitation.
- As a minimum offers must show:
- 1) Page 1, Item 10, individual or company name, dba, mailing address, city, state zip and contact name.
 - 2) Page 1, Item 11, physical address of CPU, telephone number, fax number and email address
***** DO NOT USE A POST OFFICE BOX ADDRESS FOR THE PHYSICAL ADDRESS *****
 - 3) Page 1, Item 12a, Taxpayer identification number (TIN) or Social Security Number (SSN). The TIN is the supplier's tax identification number used on the U.S. Treasury Form 941, *Employers Quarterly Federal Tax Return*.
 - 4) Page 1, Item 12b, Parent Company's TIN (if applicable)
 - 5) Page 1, Item 16b, Signature of Person Authorized to Sign, and Item 16c, Printed Name and Title of Person Authorized to Sign.
 - 6) Provide all other information requested by Part 2 – Solicitation Provisions of this solicitation.
 - 7) Provide all the information requested by Attachment 2 – Contract Postal Unit – Supplier Business Proposal and Information and Insert percentage offer in Attachment 4, Compensation.
- b. **Business Disagreements.** Business disagreements may be lodged with the Supplier Disagreement Resolution Official (SDR Official) if the supplier and the Contracting Officer have failed to resolve the disagreement as described in 39 CFR Section 601 (available for review at <http://www.ecfr.gov/cgi-bin/ECFR?page=browse>). The SDR Official will consider the disagreement only if it is lodged in accordance with the time limits and procedures described in 39 CFR Section 601. The SDR Official's decisions are available for review at <http://www.usps.com>.
- c. **Late Offers.** Offers or modifications of offers received at the address specified for the receipt of offers after the exact time specified for receipt of offers will not be considered unless determined to be in the best interests of the Postal Service.
- d. **Type of Contract.** The Postal Service plans to award a **Retail System Software - Business Partners (RSS BP) Performance-based Percentage Payment** contract under this solicitation and all proposals must be submitted on this basis. Alternate proposals based on other contract types will not be considered.
- e. **Contract Award.** The Postal Service may evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. Discussions may be conducted if the Postal Service determines they are necessary. The Postal Service may reject any or all offers if such action is in the best interest of the Postal Service; accept other than the lowest offer, and waive informalities and minor irregularities in offers received. The Postal Service reserves the right to award multiple performance-based price contracts under this solicitation.
- f. **Incorporation by Reference.** Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it, and its date. The text of incorporated terms may be found at <http://about.usps.com/manuals/pm/welcome.htm>. If checked, the following provision is incorporated in this solicitation by reference:

- 1) ☐ Provision 3-1, Notice of Small, Minority, and Woman-owned Business Subcontracting Requirements (March 2006)

2.2 PROVISION 4-2 EVALUATION

- a. General. The Postal Service will award a contract resulting from this solicitation to the offeror whose offer conforming to the solicitation is deemed to offer the Postal Service the best value, price, and other factors as specified considered. Supplier specific factors shown under item one (1) below will be evaluated on a pass or fail basis. Offerors whose supplier-specific evaluation factors are found acceptable will have their proposal-specific factors evaluated. Proposal-specific factors shown under item two (2) below will be evaluated according to the criteria, to include handicapped accessibility. Proposals which do not propose facilities that are handicapped accessible, or which do not demonstrate, to the Postal Service's satisfaction, how the facility will meet the applicable accessibility standards before service begins, will not be evaluated further. Failure to provide any of the information requested in Attachment 2 of this solicitation may disqualify your proposal from consideration. The performance evaluation factors (proposal-specific and supplier-specific factors), when combined, are considered to be ☐ more important than, ☐ less important than, ☐ as important as price. The following performance evaluation factors will be used in the evaluation of offers:
- (1) Supplier-Specific Factors - Pass or Fail Basis (See Attachment 2)
 - (a) Past performance
 - (b) Capability
 - (2) Proposal-Specific Factors (See Attachment 2)
 - (a) Characteristics of the Supplier's Retail Facility
 - (i) Location
 - (ii) Current Business Volume
 - (iii) Physical Characteristics (including accessibility to the handicapped)
 - (iv) Parking and Public Transportation (including handicapped parking)
 - (b) Characteristics of the Proposed CPU within the Supplier's Retail Facility
 - (c) Staffing
- b. Notice of Award. The Postal Service may accept an offer (or part of an offer), whether or not there are discussions after its receipt, before an offer's specified expiration time, unless a written notice of withdrawal is received before award. A written notice of award or acceptance of an offer mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, will result in a binding contract without further action by either party.

2.3 PROVISION 4-3 REPRESENTATIONS AND CERTIFICATIONS (NOVEMBER 2012)

- A. *Type of Business Organization.* The offeror, by checking the applicable blocks, represents that it:

1. Operates as:

- ☐ a corporation incorporated under the laws of the state of _____; or country of _____ if incorporated in a country other than the United States of America.
- ☐ an individual;
- ☐ a partnership;
- ☐ a joint venture;
- ☐ a limited liability company;
- ☐ a nonprofit organization; or
- ☐ an educational institution; and

2. Is (check all that apply)

- ☐ a small business concern;
- ☐ a minority business (indicate minority below):
 - ☐ Black American
 - ☐ Hispanic American
 - ☐ Native American
 - ☐ Asian American:
- ☐ a woman-owned business; or
- ☐ none of the above entities.

- a. A small business concern for the purposes of Postal Service purchasing means a business, including an affiliate that is independently owned and operated, is not dominant in producing or performing the supplies or services being purchased, and has no more than 500 employees, unless a different size standard has been established by the Small Business Administration (see 13 CFR 121, particularly for different size standards for airline, railroad, and construction companies). For subcontracts of \$50,000 or less, a subcontractor having no more than 500 employees qualifies as a small business without regard to other factors.
- b. *Minority Business.* A minority business is a concern that is at least 51 percent owned by, and whose management and daily business operations are controlled by, one or more members of a socially and economically disadvantaged minority group, namely U.S. citizens who are Black Americans, Hispanic Americans, Native Americans, or Asian Americans. (Native Americans are American Indians, Eskimos, Aleuts, and Native Hawaiians. Asian Americans are U.S. citizens whose origins

are Japanese, Chinese, Filipino, Vietnamese, Korean, Samoan, Laotian, Kampuchean (Cambodian), Taiwanese, in the U.S. Trust Territories of the Pacific Islands or in the Indian subcontinent.)

- c. *Woman-owned Business.* A woman-owned business is a concern at least 51 percent of which is owned by a woman (or women) who is a U.S. citizen, controls the firm by exercising the power to make policy decisions, and operates the business by being actively involved in day-to-day management.
- d. *Educational or Other Nonprofit Organization.* Any corporation, foundation, trust, or other institution operated for scientific or educational purposes, not organized for profit, no part of the net earnings of which inures to the profits of any private shareholder or individual.

3. Is (check all that apply)

- ☐ a Postal Service employee or a business organization substantially owned or controlled by such an individual
- ☐ a spouse of a Postal Service employee or a business organization substantially owned or controlled by such an individual
- ☐ another family member of a Postal Service employee or a business organization substantially owned or controlled by such an individual
- ☐ an individual residing in the same household as a Postal Service employee or a business organization substantially owned or controlled by such an individual.

(Note: Offers from any of the sources listed in subparagraph A.3, may not be considered for an award pending review and recommendation by the Postal Service Ethics Office.)

B. *Parent Company and Taxpayer Identification Number*

- 1. A parent company is one that owns or controls the basic business policies of an offeror. To own means to own more than 50 percent of the voting rights in the offeror. To control means to be able to formulate, determine, or veto basic business policy decisions of the offeror. A parent company need not own the offeror to control it; it may exercise control through the use of dominant minority voting rights, proxy voting, contractual arrangements, or otherwise.
- 2. Enter the offeror's U.S. Taxpayer Identification Number (TIN) in the space provided. The TIN is the offeror's Social Security number or other Employee Identification Number (EIN) used on the offeror's Quarterly Federal Tax Return, U.S. Treasury Form 941, or as required by Internal Revenue Service (IRS) regulations. Offeror's TIN: _____
- 3. IRS Form W-9, Request for Taxpayer Identification Number and Certification. You must complete a copy of IRS Form W-9 and attach it to this certification.
- 4. Check this block if the offeror is owned or controlled by a parent company: ☐
- 5. If the block above is checked, provide the following information about the parent company:

Parent Company's Name: _____
Parent Company's Main Office: _____
Address: _____
No. and Street: _____
City: _____ State: _____ ZIP Code: _____
Parent Company's TIN: _____

- 6. If the offeror is a member of an affiliated group that files its federal income tax return on a consolidated basis (whether or not the offeror is owned or controlled by a parent company, as provided above) provide the name and TIN of the common parent of the affiliated group
Name of Common Parent: _____
Common Parent's TIN: _____

C. *Certificate of Independent Price Determination*

- 1. By submitting this proposal, the offeror certifies, and in the case of a joint proposal each party to it certifies as to its own organization, that in connection with this solicitation:
 - a. The prices proposed have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to the prices with any other offeror or with any competitor;
 - b. Unless otherwise required by law, the prices proposed have not been and will not be knowingly disclosed by the offeror before award of a contract, directly or indirectly to any other offeror or to any competitor; and
 - c. No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.
- 2. Each person signing this proposal certifies that:
 - a. He or she is the person in the offeror's organization responsible for the decision as to the prices being offered herein and that he or she has not participated, and will not participate, in any action contrary to paragraph a above; or

- b. He or she is not the person in the offeror's organization responsible for the decision as to the prices being offered but that he or she has been authorized in writing to act as agent for the persons responsible in certifying that they have not participated, and will not participate, in any action contrary to paragraph a above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to paragraph a above.
3. Modification or deletion of any provision in this certificate may result in the disregarding of the proposal as unacceptable. Any modification or deletion should be accompanied by a signed statement explaining the reasons and describing in detail any disclosure or communication.

D. *Certification of Nonsegregated Facilities*

1. By submitting this proposal, the offeror certifies that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform services at any location under its control where segregated facilities are maintained. The offeror agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract.
2. As used in this certification, segregated facilities means any waiting rooms, work areas, rest rooms or wash rooms, restaurants or other eating areas, time clocks, locker rooms or other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment area, transportation, or housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom, or otherwise.
3. The offeror further agrees that (unless it has obtained identical certifications from proposed subcontractors for specific time periods) it will obtain identical certifications from proposed subcontractors before awarding subcontracts exceeding \$10,000 that are not exempt from the provisions of the Equal Opportunity clause; that it will retain these certifications in its files; and that it will forward the following notice to these proposed subcontractors (except when they have submitted identical certifications for specific time periods):
 Notice: A certification of nonsegregated facilities must be submitted before the award of a subcontract exceeding \$10,000 that is not exempt from the Equal Opportunity clause. The certification may be submitted either for each subcontract or for all subcontracts during a period (quarterly, semiannually, or annually).

E. *Certification Regarding Debarment, Proposed Debarment, and Other Matters* (This certification must be completed with respect to any offer with a value of \$100,000 or more.)

1. The offeror certifies, to the best of its knowledge and belief, that it or any of its principals:
 - a. Are ____ are not ____ presently debarred or proposed for debarment, or declared ineligible for the award of contracts by any Federal, state, or local agency;
 - b. Have ____ have not ____, within the three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
 - c. Are ____ are not ____ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (b) above;
 - d. Have ____ have not ____ within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in conjunction with obtaining, attempting to obtain, or performing a public (Federal, state or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion or receiving stolen property; and
 - e. Are ____ are not ____ presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in subparagraph (d) above.
2. The offeror has ____ has not ____, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal, state, or local agency.
3. "Principals," for the purposes of this certification, means officers, directors, owners, partners, and other persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of a subsidiary, division, or business segment, and similar positions).
4. The offeror must provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. A certification that any of the items in E.1 and E.2 of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered as part of the evaluation of the offeror's capability (see the Conduct Supplier Capability Analysis topic of the Evaluate Proposals task of Process Step 2: Evaluate Sources, in the Postal Service's *Supplying Practices*). The offeror's failure to furnish a certification or provide additional information requested by the Contracting Officer will affect the capability evaluation.
6. Nothing contained in the foregoing may be construed to require establishment of a system of records in order to render, in good faith, the certification required by E.1 and E.2 of this provision. The knowledge and information of an offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

7. This certification concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under section 1001, Title 18, United States Code.
 8. The certification in E.1 and E.2 of this provision is a material representation of fact upon which reliance was placed when making the award. If it is later determined that the offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Postal Service, the Contracting Officer may terminate the contract resulting from this solicitation for default.
- F. *Incorporation by Reference.* Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, its provision or clause number assigned to it, and its date. The text of incorporated terms may be found at <http://about.usps.com/manuals/pm/welcome.htm>. If checked, the following provision(s) is incorporated in this solicitation by reference: (Contracting Officer will check as appropriate)
1. ☐ Provision 1-2: Domestic Source Certificate - Supplies
 2. ☐ Provision 1-3: Domestic Source Certificate - Construction Materials
 3. ☐ Provision 9-1: Equal Opportunity Affirmative Action Program
 4. ☐ Provision 9-2: Preaward Equal Opportunity Compliance Review
 5. ☐ Provision 9-3: Notice of Requirements for Equal Opportunity Affirmative Action

2.4 CERTIFICATION OF STATUTORY COMPLIANCE

The supplier (check applicable box) certifies that the business location within which it proposes to operate the Contract Postal Unit (CPU) ☐ is, or by the time service begins ☐ will be, in compliance with all applicable Federal, state, and municipal laws, codes and regulations. With respect to handicapped accessibility, offerors must propose facilities that are handicapped accessible, pursuant to the applicable standards, or must set forth plans demonstrating how a non-accessible facility will meet the applicable accessibility standards prior to the start of service.

PART 3 – CONTRACT CLAUSES

3.1 CLAUSE 4-1 GENERAL TERMS AND CONDITIONS

- a. Assignment. If this contract provides for payments aggregating \$10,000 or more, claims for monies due or to become due from the Postal Service under it may be assigned to a bank, trust company, or other financing institution, including any federal lending agency, and may thereafter be further assigned and reassigned to any such institution. Any assignment or reassignment must cover all amounts payable and must not be made to more than one party, except that assignment or reassignment may be made to one party as agent or trustee for two or more parties participating in financing this contract. No assignment or reassignment will be recognized as valid and binding upon the Postal Service unless a written notice of the assignment or reassignment, together with a true copy of the instrument of assignment, is filed with: (1) the Postal Service; (2) the office, if any designated to make payment, and the Postal Service has acknowledged the assignment in writing; (3) assignment of the this contract or any interest in this contract other than in accordance with the provisions of this clause will be grounds for termination of the contract for default at the option of the Postal Service.
- b. Changes.
 - (1) The Contracting Officer may, in writing, order changes within the general scope of this contract in the following:
 - (a) Drawings, designs, or specifications when supplies to be furnished are to be specially manufactured for the Postal Service in accordance with them;
 - (b) Statement of work or description of services;
 - (c) Method of shipment or packing;
 - (d) Places of delivery of supplies or performance of services;
 - (e) Postal Service furnished property or facilities.
 - (2) Any other written or oral order (including direction, instruction, interpretation, or determination) from the USPS Representative that causes a change will be treated as a change order under this paragraph, provided that the supplier gives the Postal Service written notice stating (a) the date, circumstances, and source of the order and (b) that the supplier regards the order as a change order.
 - (3) If any such change affects the cost of performance or the delivery schedule, the contract will be modified to effect an equitable adjustment.
 - (4) The supplier's claim for equitable adjustment must be asserted within thirty (30) days of receiving a written change order. A later claim may be acted upon – but not after final payment under this contract – if the Contracting Officer decides that the facts justify such action.
 - (5) Failure to agree to any adjustment is a dispute under Clause B-9, Claims and Disputes, which is incorporated into this contract by reference (see Clause 4.2.a.1). Nothing in that clause excuses the supplier from proceeding with the contract as changed.
- c. Patent Indemnity. The supplier will indemnify the Postal Service and its officers, employees and agents against liability, including costs for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this contract, provided the supplier is reasonably notified of such claims and proceedings.
- d. Payment. The Postal Service will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and 5 CFR 1315. Payments under this contract will be made by the Postal Service electronic funds transfer. Monthly payments will be issued automatically, in arrears, by the St. Louis Accounting Service Center, within thirty (30) days after the end of each month.
- e. Taxes. The Postal Service will not withhold any Social Security, Federal, State or local taxes from any payments made under this contract. The Postal Service bears no responsibility for making the supplier's required payment of these taxes.

- f. **Other Compliance Requirements.** The supplier will comply with all applicable Federal, State, and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- g. **Order of Precedence.** Any inconsistencies in this solicitation or contract will be resolved by giving precedence in the following order;
 - (1) the schedule of supplies and services;
 - (2) the Assignment, Disputes, Payments, Invoice, Other Compliances and Compliance with Laws unique to the Postal Service Contracts paragraphs of this clause;
 - (3) the clause at 4-2 Contract Terms and Conditions Required to Implement Policies, Statutes or Executive Orders;
 - (4) addenda to this solicitation or contract, including any license agreements for computer software;
 - (5) solicitation provisions if this is a solicitation;
 - (6) other paragraphs of this clause;
 - (7) other documents, exhibits, and attachments, and
 - (8) the specifications.
- h. **Shipping.** The supplier must deliver goods that meet the prescribed physical limitations of the current USPS Domestic Mail Manual either by its own personnel/equipment or by use of the United States Postal Service, unless the Contracting Officer grants a waiver of this requirement. The supplier is responsible for ensuring that the packing and packaging are sufficient to protect the goods and ensure usability upon receipt.
- i. **Incorporation by Reference.** Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it in the Postal Service Supplying Practices and its date. The text of incorporated terms may be found at <http://about.usps.com/manuals/spp/spp.pdf>.

The following clauses are incorporated in this contract by reference:

- (1) B-1, Definitions (March 2006)
- (2) B-15, Notice of Delay (March 2006)
- (3) B-16, Suspensions and Delays (March 2006)
- (4) B-19, Excusable Delays (March 2006)
- (5) B-30, Permits and Responsibilities (March 2006)

3.2 CLAUSE 4-2 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT POLICIES, STATUTES OR EXECUTIVE ORDERS (July 2009)

a. **Incorporation by Reference**

- (1) Wherever in this solicitation or contract a standard provision or clause is incorporated by reference, the incorporated term is identified by its title, the provision or clause number assigned to it in the Postal Service Supplying Practices. The text of incorporated terms may be found at <http://about.usps.com/manuals/spp/spp.pdf>. The following clauses are incorporated in this contract by reference:
 - (1) Clause 1-5, *Gratuities or Gifts* (March 2006)
 - (2) Clause B-9, *Claims and Disputes* (March 2006)
 - (3) Clause B-25, *Advertising of Contract Awards* (March 2006)
 - (4) Clause 9-1, *Convict Labor* (March 2006)
 - (5) Clause 9-5, *Contract Work Hours and Safety Standards Act — Safety Standards* (March 2006)
- (2) **If checked**, the following additional clauses are also incorporated in this contract by reference:
 - (1) ☒ Clause 1-1, *Privacy Protection* (July 2007) (1.6.6)
 - (2) ☐ Clause 1-6, *Contingent Fees* (March 2006)
 - (3) ☐ Clause 1-9, *Preference for Domestic Supplies* (March 2006)
 - (4) ☐ Clause 1-10, *Preference for Domestic Construction Materials* (March 2006)
 - (5) ☐ Clause 3-1, *Small, Minority, and Woman-owned Business Subcontracting Requirements* (March 2006)
 - (6) ☒ Clause 3-2, *Participation of Small, Minority, and Woman-owned Businesses* (March 2006)
 - (7) ☐ Clause 9-2, *Contract Work Hours and Safety Standards Act — Overtime Compensation* (March 2006)
 - (8) ☐ Clause 9-3, *Davis-Bacon Act* (March 2006)
 - (9) ☐ Clause 9-6, *Walsh-Healey Public Contracts Act* (March 2006)
 - (10) ☒ Clause 9-7, *Equal Opportunity* (March 2006)
 - (11) ☐ Clause 9-10, *Service Contract Act* (March 2006)
 - (12) ☐ Clause 9-11, *Service Contract Act — Short Form* (March 2006)
 - (13) ☐ Clause 9-12, *Fair Labor Standards Acts and Services Contract Act — Price Adjustments* (February 2010)
 - (14) ☒ Clause 9-13, *Affirmative Action for Handicapped Workers* (March 2006)
 - (15) ☒ Clause 9-14, *Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era* (February 2010)

b. **Examination of Records.**

- (1) **Records.** "Records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- (2) **Examination of Costs.** If this is a cost-type contract, the supplier must maintain, and the Postal Service will have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or

- anticipated to be incurred directly or indirectly in performance of this contract. This right of examination includes inspection at all reasonable times of the supplier's plants, or parts of them, engaged in the performance of this contract.
- (3) **Cost or Pricing Data.** If the supplier is required to submit cost or pricing data in connection with any pricing action relating to this contract, the Postal Service, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, will have the right to examine and audit all of the supplier's records, including computations and projections, related to:
 - (a) The proposal for the contract, subcontract, or modification;
 - (b) The discussions conducted on the proposal(s), including those related to negotiating;
 - (c) Pricing of the contract, subcontract, or modification; or
 - (d) Performance of the contract, subcontract or modification
 - c. **Reports.** If the supplier is required to furnish cost, funding or performance reports, the Contracting Officer or any authorized representative of the Postal Service will have the right to examine and audit the supporting records and materials, for the purposes of evaluating: (1) the effectiveness of the supplier's policies and procedures to produce data compatible with the objectives of these reports; and (2) the data reported.
 - d. **Availability.** The supplier must maintain and make available at its office at all reasonable times the records, materials, and other evidence described in paragraphs (a) through (d) of this clause, for examination, audit, or reproduction, until three years after final payment under this contract or any longer period required by statute or other clauses in this contract. In addition:
 - (1) If this contract is completely or partially terminated, the supplier must make available the records related to the work terminated until three years after any resulting final termination settlement; and
 - (2) The supplier must make available records relating to appeals under the claims and disputes clause or to litigation or the settlement of claims arising under or related to this contract. Such records must be made available until such appeals, litigation or claims are finally resolved.
 - (3) **Payment Offsets.** As required by 31 U.S.C. 3716, the Postal Service participates in the Treasury Offset Program of the Department of Treasury's Financial Management Service. Payments under this contract are subject to offset in whole or in part to for the supplier's delinquent tax and non-tax debts owed to the United States and the states and for delinquent child support payments. Suppliers with questions concerning a payment offset should contact the Treasury Offset Program call center at 1/800-304-3107.

3.3 CLAUSE 2-12 POSTAL SERVICE PROPERTY - Short Form

- a. Upon delivery to the supplier of Postal Service property, the supplier assumes the risk and responsibility for its loss or damage. The supplier shall assume all responsibility and liability for all Postal Service furnished property. USPS and supplier will be responsible for property maintenance as detailed in Part A of the D & CR (Attachment 5).
- b. Upon the completion or sooner termination of this contract, the supplier must prepare for shipment, deliver f.o.b. origin, or dispose of the Postal Service property not consumed in performing this contract or previously delivered to the Postal Service, as directed or authorized by the Contracting Officer. The net proceeds of any disposal will be credited to the contract price or will be paid to the Postal Service as directed by the Contracting Officer.

3.4 CLAUSE 6-1 CONTRACTING OFFICER'S REPRESENTATIVE

The Postal Service will appoint a Contracting Officer's representative (COR), responsible for the day-to-day administration of the contract, who will serve as the Postal Service point of contact with the supplier on all routine matters. A copy of the notice of appointment defining the COR's authority will be furnished to the supplier upon award of contract.

3.5 TERMINATION ON NOTICE

This contract may be terminated by either party upon one hundred twenty (120) days' written notice. In the event of such termination, neither party will be liable for any costs, except for payment in accordance with the payment provisions of the contract for actual services rendered prior to the effective date of the termination. When required to protect the Postal Service's interests, the Contracting Officer may terminate the contract upon one day's written notice.

3.6 APPEARANCE, LOCATION AND SECURITY

The Contract Postal Unit area, as well as the interior and exterior of the supplier's premises, must be kept clean, neat, uncluttered and in good repair. Windows must be clean and unobstructed. Facility identification and logo will be appropriately placed, visible and in good condition. Lighting must be adequate and properly maintained. Counters must be attractively organized to facilitate customer transactions. Signs (Hours of Operation and Collection Times, etc.) and promotional displays must be current and appropriate for the season. Trash receptacles must be available and clean. The Contract Postal Unit must not be located in or directly connected to a room where intoxicating beverages/substances are sold for consumption on the premises. When the Contract Postal Unit is closed or unattended, the round dater and any other accountable postal supplies and equipment must be kept in a secure location.

3.7 STAMPS

Postage stamps and stamped paper products will be supplied to the CPU supplier by the authorized provider designated by the Postal Service ("Stamp Provider (s)"). The CPU supplier must order only from the authorized Stamp Provider (s). The obtaining of postage stamps or stamped paper products from an entity other than the Stamp Provider(s) shall constitute a basis for termination of this contract under Section 3.5. Refer to Publication 116, Contract Postal Unit Operations Guide, for stamp ordering and exchange procedures.

3.8 PROHIBITED TRANSACTIONS

The supplier may not, in the Contract Postal Unit or in any part of the supplier's premises in which it is located, offer directly or by subcontract, lease, or sublease or otherwise provide:

- a. commercial mail receiving (private mailbox) services;
- b. third party delivery services, including serving as a drop off or collection point for such services; or
- c. any products or services, which the Contracting Officer determines, are similar to, or competitive with, the products and services offered by the Postal Service. Fax service and copy service are examples of products which are not similar to, or competitive with, those of the Postal Service.
- d. stamp stock provided under this contract is intended for sale to the general public, and may not be used for any other purpose. The supplier can purchase stamps for its own personal use and use the CPU to mail their own mail in what is considered to be a reasonable and customary amount. The CPU may not purchase postage for a 3rd party's use, nor may the supplier purchase stamps themselves for 3rd party mailings. Stamp stock may not be sold knowingly to any individual or business whose primary purpose in buying the stamp stock is to resell it to other individuals or businesses. Individual stamp transactions over \$1,000.00 are prohibited. Supplier cannot circumvent the \$1,000.00 limit engaging in multiple transactions, by splitting the requirement. Requests from members of the public to purchase stamp stock in value over \$1,000.00 must be referred to the administrative post office.
- e. the RSS BP (Retail System Software - Business Partners) when used in the performance of this contract may only be used to affix full rate postage for the supplier's customers, or for internal business use of the supplier in what is considered to be a reasonable and customary amount. The RSS BP may not be used for any bulk letter mailings by any entity or person. Postage from this RSS BP may not be applied to any mail presented under any discounted mail program. Failure to adhere to these requirements, as determined in the sole discretion of the Postal Service, constitutes a basis for termination.

3.9 RSS BP (RETAIL SYSTEM SOFTWARE - BUSINESS PARTNERS)

The Postal Service will be providing an RSS BP system to the performance-based CPU supplier. This device is a weigh and rate, and metering system. RSS BP will come with training materials and initial supplies.

The CPU supplier will be responsible for the following expenses regarding this device:

- (1) The CPU supplier will pay for all postage loaded into RSS BP. This payment will be made at the time of postage download from an ACH debit account. The CPU supplier is responsible for the prompt payment of all invoices. Failure to pay invoices in a timely manner, as determined by the PC Postage Provider, will cause the RSS BP to terminate the payment agreement. Termination will result in the CPU supplier not being able to provide the mandatory postal products and services. This may result in termination of the CPU contract.
- (2) The supplier will be responsible for purchasing supplies for RSS BP after the initial supply is exhausted. Label rolls and cleaning supplies must be ordered from USPS authorized RSS BP providers. Use of any other providers will void the system warranty and the CPU supplier will be liable for all costs incurred to repair the RSS BP label printer.

A current list of supplies and prices, as well as authorized providers, will be provided with the initial training materials. If the CPU contract is terminated, the RSS BP equipment will be returned to the Postal Service, along with any other Postal issued equipment, as instructed by the HAO.

3.10 LIABILITY

The supplier assumes the risk of, and will be responsible for, any loss of or damage to Postal Service property, except when the supplier can show that (1) the supplier complied with all of the security requirements contained in this contract and the losses occurred despite that compliance; and (2) that the losses did not result from the acts or omissions of the supplier or its personnel.

3.11 TRAINING

Customer service, product knowledge, aviation security, hazmat, and equipment training modules will be provided to the supplier's personnel by the Postal Service. Prior to or within thirty (30) days of beginning work, supplier personnel who will be providing Contract Postal Unit (CPU) services will receive forty (40) hours of training. The Postal Service will provide the supplier a training schedule no later than fifteen (15) days prior to the Operation Date (See Attachment 1 - Requirements). The supplier must notify the HAO within one business day whenever a person is retained to work in the CPU, requesting that initial training be provided to that person. In addition, the Postal Service may require the supplier's personnel to complete eight (8) hours of training per year in each year subsequent to the year of their initial training. The supplier will be responsible for salary and benefits of its personnel who attend the required training. If approved by the Contracting Officer, the required training may be provided by the supplier's USPS certified trainer.

3.12 ADVERTISING

Upon commencement of Contract Postal Unit operation, the Postal Service may provide initial advertising to market the Contract Postal Unit, at no cost to the supplier, as well as appropriate camera-ready USPS logo art work for use in advertising initiated and paid for by the supplier. Any supplier sponsored CPU advertising, which incorporates the USPS logo, must be furnished to the Postal Service for its review and written approval at least thirty (30) days before its publication deadline. The USPS logo is a Postal Service trademark and cannot be altered.

3.13 NEW SERVICES, PRODUCTS AND TECHNOLOGY

During the term of this contract, the Contracting Officer may, in accordance with the *Changes* clause, add or remove postal services to be provided under this contract. In the event new services are ordered, the Postal Service, at its own expense, will provide the supplier with additional training and if necessary the equipment or technology needed to provide the new service.

3.14 CONTRACT POSTAL UNIT IDENTITY

The Contract Postal Unit shall be known as the UNITED STATES POST OFFICE CONTRACT UNIT.

- a. Subject to the terms of this Agreement, USPS grants to the supplier a non-exclusive, non-transferable and terminable license to use USPS Trademarks, including the marks Post Office, United States Post Office, Postal Service, United States Postal Service, United States Post Office Contract Unit and the Eagle Logo on the signs provided to the supplier by the Postal Service and in any USPS-approved advertising in the manner specified by USPS.
- b. The Postal Service, at its own expense; will provide all exterior and interior signage for the purpose of identifying the location as a Contract Postal Unit. The supplier, at its own expense, is responsible for obtaining needed permits (if any) and installing the signs in mutually agreed upon locations on the exterior and interior of the CPU location. The signs must be maintained in good repair, at supplier expense, for the duration of the contract. The signs may not be modified or moved without the prior written approval of the Contracting Officer. Upon termination of the contract, the supplier, at its own expense, is responsible for removing the signs, disposing of them as directed by the Contracting Officer, and restoring the location to its original condition.
- c. Except as specified in this paragraph, the supplier is not authorized to include the name, POST OFFICE, in its corporate name, trade name or business name. The supplier is not authorized to use any USPS trademarks or logos, including the mark Post Office, in any other manner without the prior approval of the Postal Service.
- d. The supplier acknowledges that USPS Trademarks, including but not limited to the marks Post Office, United States Post Office, Postal Service and the Eagle Logo are trademarks owned solely and exclusively by USPS and agrees to use USPS Trademarks only in the form and manner (with appropriate legends) prescribed by USPS. The supplier agrees not to use any other trademark or service mark in connection with any USPS Trademarks without prior written approval of USPS. The supplier agrees to mark all advertising and other uses of USPS Trademarks with a legend indicating that USPS Trademarks and the property of USPS and that they are being used under license from USPS, together with any other legends or marking that may be required by law. All use of USPS Trademarks by the supplier shall inure to the benefit of USPS.

3.15 INSPECTION OF CONTRACT POSTAL UNIT

The Postal Service, reserves the right, without prior notice, to conduct audits and customer surveys and to review and inspect the supplier's performance and the quality of service at any time during the operating hours of the CPU. A written report will be submitted to the supplier for corrective action, if necessary. Contract performance reviews may be held periodically to promote continuous quality improvement and improve the business relationship. All aspect of contract performance will be discussed during these reviews. Any changes to this contract as a result of the Performance Review will be incorporated by bilateral modification or a bilateral written agreement between the HAO and the supplier.

3.16 SUPPLIER'S LEASE AND/OR BUSINESS OPERATIONS

If the supplier is leasing this space, by signing this proposal the supplier certifies that the supplier's lease authorizes the supplier to perform alterations to the premises and that services to be performed under the contract do not violate the supplier's lease contract. The supplier must notify the Postal Service, in writing of the following, within the time frames shown below:

- a. Within five (5) days after notification from the owner of the leased building in which the CPU is located of the owner's intent to cancel the lease, or not to renew the lease. The Postal Service may terminate the contract if the supplier cannot relocate to a location that serves the needs of the Postal Service;
- b. At least one hundred twenty (120) days before the supplier closes, sells, or relocates a business it operates in conjunction with the CPU.

3.17 TRANSFER OF CONTRACT

- a. The supplier may not transfer (assign to another party) this contract, any interest in it, or any claims based on it -- except under the circumstances described below. If the supplier does so, the Postal Service may, at any time after notifying the supplier in writing, terminate the contract and use any other rights and remedies it has by law.
- b. Exceptions:
 - 1) The Postal Service may recognize a transfer as valid if all of the supplier's assets, or all those involved in fulfilling the contract, are transferred.
 - 2) Payments owed the supplier may be transferred to a bank, trust company or other financial institution, including any Federal lending agency, if all amounts payable are transferred and the transfer is to a single party (who may be an agent or trustee for two or more parties who are involved in the financing).
- c. For any transfer to be valid, the supplier must give the Postal Service written notice with the transfer paper attached and obtain approval from the Postal Service in writing. Copies of the notice and attachments must be filed with the Contracting Officer's office that has been designated to make payment.

3.18 REQUEST FOR PRICE ADJUSTMENT

- a. The supplier may request an increase in the payment percentage rate after providing service under this contract for at least one (1) full year. Subsequent price increases will be considered at two (2) year intervals from any prior price increase effective date. Supplier's written request must provide a detailed explanation, with supporting documentation, to justify the increase based on either of the following reasons:
 - 1) Direct cost increases for rent, utilities, taxes and labor. (If the CPU is operated in conjunction with another business, the increased costs must be prorated and only those costs associated with the operation of the CPU will be considered.)
 - 2) Increased benefit to the Postal Service, e.g., improvements (must be specific).

- b. The request must be submitted to the Host Administrative Office (HAO).
- c. The Contracting Officer may approve or not approve the request or negotiate with the supplier to reach agreement on a new percentage rate. If the request is not approved or no agreement is reached, the supplier may continue at the same rate or the contract may be terminated by either party in accordance with the Termination on Notice clause. If the request is approved or agreement is reached on another rate, the supplier must waive its right to terminate the agreement on notice for one year beginning from the effective date of the new rate.

3.19 CONTRACTS BETWEEN THE POSTAL SERVICE AND ITS EMPLOYEES OR BUSINESS ORGANIZATIONS SUBSTANTIALLY OWNED OR CONTROLLED BY POSTAL SERVICE EMPLOYEES (CONTRACT POSTAL UNIT)

- a. Generally, the Postal Service does not enter into contracts with its employees, their immediate families, or business organizations substantially owned or controlled by Postal Service employees or their immediate families. "Immediate family" means spouse, minor child or children, and individuals related to the employee by blood who are residents of the employee's household. Postal Service employees and their immediate family may not be involved in the administrations or operations of a Contract Postal Unit (CPU).
- b. All supplier personnel assigned to the Contract Postal Unit must be professionally attired and wear name tags. All personnel must project a professional image of the Postal Service at all times while operating the CPU.
- c. The Contracting Officer may require removal of an employee from the CPU operations if, in the opinion of the Contracting Officer, the employee cannot do the work or fails to comply with applicable standards of conduct.

3.20 Clause B-39: Indemnification (March 2006)

The supplier must save harmless and indemnify the Postal Service and its officers agents, representatives, and employees from all claims, losses, damage, actions, causes of action, expenses, and/or liability resulting from, brought for, or on account of any personal injury or property damage received or sustained by any person, persons or property growing out of, occurring, or attributable to any work performed under or related to this contract, resulting in whole or in part from negligent acts or omissions of the supplier, any subcontractor, any subcontractor, or any employee, agent, or representative of the supplier or any subcontractor.

PART 4 - ATTACHMENTS

<u>ATTACHMENT NO.</u>	<u>TITLE</u>	<u>NO. OF PAGES</u>
1	REQUIREMENTS	1
2	CONTRACT POSTAL UNIT-SUPPLIER BUSINESS PROPOSAL AND INFORMATION (INCLUDING WORKSHEET)	2
3	NOT APPLICABLE	0
4	COMPENSATION	1
N/A	IRS W-9 Form	6
5	CPU DESIGN AND CONSTRUCTION REQUIREMENTS	35 With Part A & B

ATTACHMENT 1 - REQUIREMENTS

I. DESCRIPTION

The Contract Postal Unit will report to the following:

Postmaster

Title

Daphne PO

Installation Name

808 Daphne Ave

Street Address

Daphne, AL 36526

City, State, ZIP+4

(251) 621-7314

Telephone Number (include area code)

SPACE REQUIREMENTS: See CPU Design and Construction Requirements (Attachment 5)

LOCATION/BOUNDARIES: You MUST use Cardinal Directions i.e. North-John Ave, South Jane St, East-Tim Drive, West-Mark Blvd
North of I-10, South of Hwy 31, East-Mobile Bay, West-Eastern Shore Shopping Center

II. OPERATIONAL DATE

The Contract Postal Unit (CPU) contract term will commence upon receipt of written notice from the CPU Coordinator that the

III. SERVICE DAYS AND HOURS

A. The contract Postal Unit **must** be open to the public, Monday through Friday from 7:00 a.m. to 6:00 p.m. and Saturday from 7:00 a.m. to 6:00 p.m. If the retail business is open to the public on Sundays and Holidays, the Contract Postal Unit must be open to the public on Sundays and Holidays from 10:00 a.m. to 5:00 p.m.

B. Any change to the above hours after contract award must be agreed to, in writing, by both the supplier and the HOST ADMIN

IV. SERVICES - The supplier **must** provide the following services unless otherwise noted:

A. STAMPS & PRODUCTS	B. DOMESTIC MAIL	C. INTERNATIONAL MAIL	D. SPECIAL SERVICES
Stamps Stamped Envelopes Stamped Postal Cards Optional: Select Philatelic Products	Priority Mail Express Service Priority Mail Service First Class Mail Service Parcel Post	Global Express Guaranteed Service (GXG) Priority Mail Express International Priority Mail International First-Class Mail International	Insured Mail Certified Mail Signature Confirmation Svc Registered Mail Pre-Paid Mail Acceptance USPS Tracking Certificate of Mailing

V. OTHER SERVICES - The supplier **has the option** to provide the following services:

ReadyPost Retail Products - Notify your Retail Specialist to have these products added.

ATTACHMENT 2 SUPPLIER BUSINESS PROPOSAL

The supplier is required to provide the information below. The information provided will be used to evaluate your proposal. **Failure to include any of the requested information may disqualify your proposal from consideration.** All information provided must be verifiable and the Postal Service may need to meet with the supplier and/or visit the proposed contract postal unit (CPU) facility to complete this evaluation. Any addendum to this attachment must be clearly marked as such and returned with your offer.

Supplier's Proposal to meet the USPS Requirement for a CPU Contract. The Postal Service's requirement is for a contract postal facility which is convenient to our customers, in an attractive setting and staffed and managed in a way which encourages them to use it to obtain postal services. With that in mind, use the following to explain how the facility you propose at your location meets that requirement. Your proposal should address each topic as listed below.

1. Past Performance. Provide at least three (3) references that will demonstrate/verify a history of satisfactory past performance. These references will be asked about your performance in the areas of quality, timeliness of performance, business relations and cost control.

1. Name	Title
Company	Phone
2. Name	Title
Company	Phone
3. Name	Title
Company	Phone

2. Capability. The supplier **MUST** provide the information requested on the **Supplier's Financial Form** in order to be considered for a contract.

3. Characteristics of your *Retail Facility*.

Proposed CPU Name
Proposed CPU Physical Address
City, State Zip +4
Business email address

3a. Location. This is where you tell us why your physical location is beneficial for a CPU. . Example: Located at a busy intersection, highly visible to public, high road track, in strip mall, free standing on corner, etc

3b. Current Business Volume. Provide verifiable information on current daily foot traffic, sales per square feet and other information indicative of business volume and market served.

3c. Physical Characteristics. What features of your facility make it convenient and attractive to postal customers? Is your facility accessibility to the handicapped, and, if not currently accessible, how it will be made accessible before service begins.

3d. Parking and Public Transportation. Describe the availability and extent of on-site and other public parking (including handicapped parking), whether that parking is paid or free and the extent of availability of public transportation convenient to your location.

4.Characteristics of the Proposed CPU facility within your location. Discuss how your proposed CPU facility meets or exceeds the space requirements of Attachment 5 of the solicitation, as well as its other location and appearance requirements. Attach a drawing of where the CPU will be located. Indicate the store entrances, exits, and checkout stations in relation to the CPU location.

5.Staffing. Discuss how you will staff and manage the CPU during regular business hours and the holiday season. Explain the relationship between CPU personnel to other personnel and the extent to which CPU staff will perform other duties within your business. Describe your plans or programs to deal with employee turnover and absenteeism with respect to the CPU.

SUPPLIER'S FINANCIAL FORM

The following information is required to determine your financial capability to operate this CPU.
Failure to provide the requested information WILL result in disqualification for a contract award. This information will be kept confidential.

BANKING INFORMATION

Financial Institution	
Address, City, State, Zip Code	
Telephone Number	
Name on Account	
Type of Account	

If Applying as a COMPANY

(3) years Profit & Loss AND Balance Sheets OR Tax Returns
(3) months current bank statements
Credit Report MAY be required if USPS cannot pull EQUIFAX using W-9 data.

If Applying as an INDIVIDUAL

(3) years tax returns
(3) months current bank statements
Credit Report with Credit Score and itemization of accounts

MONTHLY INCOME SOURCES (Must be reflected on bank statements and/or Tax Returns)

Employment	\$
Rental Income	\$
Retirement	\$
Investments	\$
Other	\$
Total Monthly Income	\$

ASSETS	Balance	LIABILITIES	Monthly Pmt	Balance
Checking	\$	Credit Cards	\$	\$
Savings	\$	Automobile Loans		
Stocks & Bonds	\$	1.	\$	\$
CASH Value Life Insurance	\$	2.	\$	\$
	\$	3.	\$	\$
Business & Personal Property		Real Estate Loans		
Automobiles		1.	\$	\$
1.	\$	2.	\$	\$
2.	\$	3.	\$	\$
3.	\$	4.	\$	\$
4.	\$	5.	\$	\$
Real Estate (Market Value)		Letters of Credit	\$	\$
1.	\$	Promissory Note	\$	\$
2.	\$	Utilities	\$	\$
3.	\$	Other Liabilities	\$	\$
4.	\$	1.	\$	\$
Other Assets	\$	2.	\$	\$
Total Assets	\$	Total Liabilities	\$	\$

Signature

Date

ATTACHMENT 4 – COMPENSATION

Supplier's Price Offer (Completed by supplier when submitting proposal). The supplier proposes to perform this contract at the Performance Payment rate of _____ % for the purchase of stamps and products listed in Attachment 1, Section IV.A. Services. The supplier proposes to perform this contract at _____ % for the sale of weigh-in rate and other services listed in Attachment 1, Section IV.B, C. and D. Section V., Other Services shall be paid pursuant to the rules of the product or promotion.

Contract Postal Unit Performance Payment Rate (Completed by Postal Service upon award). The supplier agrees to operate the CONTRACT POSTAL UNIT at _____ % for the purchase of stamps and products listed in Attachment 1, Section IV.A. Services. The supplier agrees to perform this contract at _____ % for the sale of weigh-in rate and other services listed in Attachment 1, Section IV.B, C. and D. Section V., Other Services, shall be paid pursuant to the rules of the product or promotion.

Pre Paid Mail Acceptance Program

The supplier will be compensated for accepting each piece of Pre Paid Mail Packages. The supplier will be required to scan each piece into the RSS BP System and will not receive less than \$0.25 per piece unless mutually agreed upon by the parties.

Postal Retail Product and Service Promotions and Compensation

During the contract term from time to time, on such schedule as it may establish, the Postal Service may direct the supplier to participate in promotions of one or more of the retail products and services listed in Attachment 1, Sections IV and V. During any such promotion, the Postal Service will measure the supplier's performance (expressed in terms of total revenues or percentages of revenues) against the comparable revenues of other CPU suppliers within a designated geographic unit (such as a Postal Service District or Area), all as established by the rules of the promotion. For participation in such promotion, supplier shall be entitled to receive such additional compensation as specified in the promotion's rules for its performance relative to that of the other participating CPU suppliers. The Postal Service will provide the supplier with all instructions, rules and support materials required for each promotion.

NOTE: CPU revenue is gross revenues received by the Contract Postal Unit located at the address indicated in Block 7 of Page 1 of this contract from its customers, less all credits, allowances and refunds allowed or granted to customers. CPU revenue of any stamp sold at a rate in excess of the amount for which it is valid as postage will be based on the amount for which it is valid for postage, and not on the full face value of the stamp (such as the Breast Cancer Research semi-postal stamp).

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note: ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5 ²
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/Businesses and clicking on Employer Identification Number (EIN) under Starting a Business. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

***Note:** The grantor also must provide a Form W-9 to trustee of trust.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Visit www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

PART 4 - ATTACHMENTS



ATTACHMENT NO.

TITLE

NO. OF PAGES

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CPU Design and Construction Requirements Attachment 5

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Part C – Build-out Requirements

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- CPU Casework – Dimensional Information

- **Construction Requirements**

- General

- Generic Scope of Work

- **Supplier Pre-Acceptance Inspection Checklist**

- Checklist

- **Selected Plan Prototype Drawing**

CPU Design and Construction Requirements (D&CR)

-Attachment 5-

Summary – Overview of Attachment 5

The CPU D&CR (Attachment 5) includes the information necessary to assure the finished CPU build-out is fully functional and that it presents a uniform Postal image to the public. It defines what equipment and supplies will be needed for the CPU build-out, and shows which party (USPS or the Supplier) is responsible for providing, installing, and/or maintaining it. The D&CR consists of three parts as described below.

➤ Part A – Responsibility Schedule

- ◆ Part A is always a mandatory part of Attachment 5.
- ◆ “Equipment” includes office equipment, furniture and casework, interior and exterior signage, and office supplies.
- ◆ The Responsibility Schedule :
 - Provides a brief description of equipment, where to order from and approximate cost.
 - Quantities of equipment
 - USPS ordering information – PSIN Numbers
 - Party responsible for providing the equipment
 - Party responsible for installing the equipment
 - Party responsible for maintaining the equipment

➤ Part B – Signage Requirements

- ◆ Part B is a mandatory part of Attachment 5 unless new CPU signage is not required (i.e., existing CPU signs are present at the site), or a deviation has been approved to omit signage.
- ◆ CPU signage is an important aspect of CPU Design Standards and compliance with the recommended and mandatory signage identified herein should be strictly followed to reflect a uniform USPS CPU image.
- ◆ The “Signage Requirements” sheet lists the USPS sign type (interior or exterior, illuminated or not), sign size, order number, sign quantity, approximate unit cost, shipping weight and shipping size.
- ◆ The “Responsibility Schedule” in Part A establishes who is responsible for providing, installing, and maintaining the signage. In the great majority of cases, the USPS will provide the signage and the Supplier will install and maintain the signage.
- ◆ As reflected in the Responsibility Schedule, the Supplier is always responsible for obtaining building permits and all other permits and approvals that are required for placement of exterior and window CPU signage.
- ◆ Following the Signage Requirements Sheet are drawings of all available Standard USPS CPU signs which the Supplier may need to obtain approval from

the landlord, local building departments, and/or other entities having jurisdiction over sign type and placement at the facility.

➤ **Part C – Build-Out Requirements**

Complying with the Build-Out Requirements of Part C is a mandatory part of Attachment 5 unless there is no build-out required (space already built out in a manner consistent with CPU design requirements and acceptable to the USPS Architect –Engineer).

◆ **Design Requirements**

- The ideal CPU build-out would appear identical in every manner to a Standard CPU Design. Deviating from the Standard Design degrades customer recognition, customer confidence and it results in less benefit to the Supplier, the USPS and the customer.
- To ensure that all CPU's reflect a uniform image, Part C specifies requirements for the CPU Build-Out including size, layout, materials, finishes, colors, signage, and lighting levels.
- The CPU Supplier must prepare and submit his proposed CPU design to the USPS for approval.
- The CPU Design shall provide for not less than 80 foot-candles of light at the surface of the workstation counter top.
- The CPU Design shall provide electrical outlets as required for the cash register(s), credit/debit card machine, calculator, and electronic scale, but not less than one duplex outlet for every 4' of counter (length) space.
- The design shall provide for not less than 6'-0" clear net floor width (measured perpendicular to the counter) in front of the CPU counter and mail drop for customer circulation.

◆ **Construction Requirements**

- A generic scope of work for build-out of the CPU is provided for Supplier reference.

◆ **Supplier Pre-Acceptance Inspection Checklist**

- When the build-out is complete, the contract requires the Supplier to obtain approval of the build-out from the USPS (usually the District Architect-Engineer) before the USPS will proceed with training and allow the CPU to open.
- It is in the best interest of the Supplier to verify all work is complete before calling for USPS inspection, since disapproval would require a subsequent inspection which may result in a delay in opening.
- The Supplier must complete and submit the Pre-Inspection Checklist to the USPS when calling for final inspection. The list is intended to help the Supplier make sure the build-out will be acceptable to the USPS on the first inspection.

Part A - Responsibility Schedule - RSSBP CPU

Design and Construction Requirements - Attachment 5

(3 pages)

	ITEM	Quantity	PSIN #	Provided By:		Installed By:		Maintained by:		N/A
				USPS	Supplier	USPS	Supplier	USPS	Supplier	
	EQUIPMENT DESCRIPTION & ORDER INFO	SEE NOTE A								
1	RSSBP - Retail System Software - Business Partners (USPS Owned Mailing System) ** Supplier responsible for installation of hardware replacement *** Supplier responsible for regular cleaning of the equipment Supplied by USPS	1		XXX		XXX**		XXX***		
2	Letter Drop Unit (thru wall) - Required unless justified by District to waive requirement USPS Thru Wall (Interior) Mail Drop Order from USPS MDC	1	1577D	XXX		XXX		XXX		
3	Exterior Collection Box - See Note 1 USPS Exterior Mail Collection Box Order from: USPS MDC	0	#1170K	XXX		XXX		XXX		N/A
4	Exterior Express Mail Box - See Note 1 USPS Exterior Express MailBox Order from: USPS MDC	0	#1170EXP	XXX		XXX		XXX		N/A
	FURNITURE & CASEWORK									
5	Full Service Counter Base Unit - See Notes 2 and 3 CPU Customer Counter & Workstation Order from: eBuy+ - On Catalog	1	CPU 721L/R	XXX		XXX		XXX		
6	Handicap (HC) Accessible Counter - See Notes 2 and 3 CPU Accessible Handicap Counter Order from: eBuy+ - On Catalog	1	CPU 720	XXX		XXX		XXX		
7	Sack / Tub Storage Cabinet Cabinet - holds sacks or tubs Order from: eBuy+ - On Catalog	0	CPU 425	XXX		XXX		XXX		N/A
8	Base Cabinet with Recycle and Write (free standing) Writing Counter / Recycle and Write (free standing) Order from: eBuy+ - On Catalog	0	CPU 321	XXX		XXX		XXX		N/A
9	Base Cabinet / Recycle & Write (wall mounted) Writing Counter / Recycle and Write (wall mounted) Order from: eBuy+ - On Catalog	0	CPU 327	XXX		XXX		XXX		N/A
10	HC Writing Desk / Forms / Parcel Slide Writing Desk / Forms / Parcel Slide Order from: eBuy+ - On Catalog	1	CPU 340	XXX		XXX		XXX		
11	HC Combo Desk & Form Counter Writing Desk / Form Counter Order from: eBuy+ - On Catalog	0	CPU 345	XXX		XXX		XXX		N/A
12	Slatwall Panel - Minimum 1 Required unless justified by District to waive requirement Plastic Lam w/metal inserts & prepainted edge Order from: eBuy+ - On Catalog	1	CPU 216	XXX		XXX		XXX		

Part A - Responsibility Schedule - RSSBP CPU

Design and Construction Requirements - Attachment 5

(3 pages)

				Provided By:		Installed By:		Maintained by:		N/A
	USPS CPU SIGNAGE									
13	Exterior Sign (Illuminated)	See Part B		XXX		XXX		XXX		
	Exterior Sign (internally illuminated)	Signage Requirements								
	Order from: See D&CR, Part B									
	Cost: See D&CR, Part B, Signage Req.									
14	Interior Sign (Illuminated)	See Part B		XXX		XXX		XXX		
	Interior Illuminated Sign (from ceiling)	Signage Requirements								
	Order from: See D&CR, Part B									
	Cost: See D&CR, Part B, Signage Req.									
15	Interior Sign (window decal)	See Part B		XXX		XXX		XXX		
	Interior Sign Decal applied to window	Signage Requirements								
	Order from: See D&CR, Part B									
	Cost: See D&CR, Part B, Signage Req.									
16	Interior Identity Sign	See Part B		XXX		XXX		XXX		
	Interior. Identity	Signage Requirements								
	Order from: See D&CR, Part B									
	Cost: See D&CR, Part B, Signage Req.									
17	Interior Signs (wall plaques)	See Part B		XXX		XXX		XXX		
	(4) Wall mounted signage plaques	Signage Requirements								
	Order from: See D&CR, Part B									
	Cost: See D&CR, Part B, Signage Req.									
	SUPPLIES									
18	Miscellaneous USPS Forms	As Needed	n/a	XXX		XXX		XXX		
	Forms and supplies									
	Order from: USPS									
19	Name Tags	As Needed	n/a		XXX	XXX		XXX		
	Employee Nametags									
	Order from: Any retail source									
20	Cash Till	As Needed	n/a		XXX	XXX		XXX		
	Till for cash drawers									
	Order from: Any retail source									
21	Office Supplies	As Needed	n/a		XXX	XXX		XXX		
	Miscellaneous office supplies									
	Order from: Any retail source									
22	Office Supplies	As Needed	n/a		XXX	XXX		XXX		
	Receipt Paper Rolls									
	Order from: USPS.com or any retail source									
23	Office Supplies	As Needed	n/a		XXX	XXX		XXX		
	Labels & Printer Cleaning Supplies									
	Mandatory Order From: USPS.com or Kansas City									
	Stamp Fulfillment Services (KC SFS)									
	Cost: Available on USPS.com									

Part A - Responsibility Schedule - RSSBP CPU

Design and Construction Requirements - Attachment 5

(3 pages)

				Provided By:	Installed By:	Maintained by:	N/A
	MISCELLANEOUS						
24	Preparation of Construction Docs - See Note 4	Required	n/a	XXX	XXX	XXX	
	Prepare drawings and specs for buildout.						
	Order from: Local Architect or builder as req'd						
25	Verify CPU Site Free of Asbestos & Lead Paint	Required	n/a	XXX	XXX	XXX	
	Verify CPU Site is free of Asbestos & Lead Paint						
	Order from: Local Environ Testing Co.						
26	Construction Building Permits	As Needed	n/a	XXX	XXX	XXX	
	Determine if permit(s) req'd. Obtain if needed						
	Order from: Local Building Department/Agency						
27	All Other Permits and Compliance	As Needed	n/a	XXX	XXX	XXX	
	Signage permits and compliance with local req.						
	Order from: Entity having jurisdiction						
28	Utilities (build-out)	As Needed	n/a	XXX	XXX	XXX	
	Electrical & Telephone Service Connections						
	Order from: Local Utility Company or Contractor						
29	Communication Connection	Minimum 1	n/a	XXX	XXX	XXX	
	Wideband Internet Circuit Capabilities						
	Supplier must provide protocols/ports & addresses for						
	USPS VPN Router.						
	Order from: Local Internet provider						
30	Peg Fixtures	As Needed	n/a	XXX	XXX	XXX	
	Peg hooks for merchandise on slatwall						
	Order from: Any source						

Notes:

- A)** For each item, enter the quantity, or if you do not need that item, place an 'X' in the N/A box at the end of the row.
- 1)** Exterior collection boxes are not normally ordered as part of a CPU. If needed, one is typically relocated from a nearby location or provided locally by USPS.
- 2)** Left hand or right hand counter is relevant in placing the counter order.
The counter is shipped on a pallet approx 35" wide x 70" long x 60 " high - weight approx 553 pounds.
The CPU handicap side counter is shipped on a pallet approx 36" wide x 44" long x 15" high - weight approx 92 pounds.
If CPU location does not have a dock height receiving area, note on order that delivery at grade level is required so delivery truck with hydraulic drop gate or other arrangements are made.
- 3)** If USPS approved, existing or new supplier counter(s) are used in lieu of standard CPU counter(s), input quantity as zero and check N/A.
- 4)** Refer to Attachment 5, Part C for information regarding construction documents, asbestos, lead paint site surveys, building permits, sign permits, and related information.

CPU Design and Construction Requirements (DR)

-Attachment 5-

Part B - Signage Requirements

SIGNAGE ORDER FORM - CPU SIGNS

Order No.	Sign Type	Unit Cost \$	Quantity	Lamps	Sign Size (Apprx)	Ship Wt	Shipping Size
A minimum of ONE of the exterior or interior illuminated signs must be ordered:							
EXTERIOR SIGNS -							
CPU-SF-LB-WM1	Illuminated - Single Faced Wall Sign	1,022.29		LED's	6' x 2' 1/2" x 5"	114	80 x 11 x 34
CPU-SF-LB-WM2	Illuminated - Single Faced Wall Sign	1,412.45		LED's	7' x 2' 5" x 5"	147	104 x 10 x 40
CPU-SF-LB-WM3	Illuminated - Single Faced Wall Sign	1,856.97		LED's	8' x 2' 9 3/8" x 5"	175	106 x 10 x 44
CPU-SF-LB-WM4	Illuminated - Single Faced Wall Sign	2,362.26		LED's	9' x 3' 1 3/4" x 5"	209	118 x 12 x 49
INTERIOR SIGNS -							
CPU-DF-LB-CM0	Illuminated - Double Faced - Hanging	973.75		LED's	1'-8" x 1'-8" x 5 3/8"	28 / 13	(31 x 31 x 8) / (75 x 5 x 5)
CPU-DF-LB-CM1	Illuminated - Double Faced - Hanging	1,225.90		LED's	2' 4" x 2' 4" x 5 3/8"	43 / 12	(37 x 13 x 37) / (78 x 5 x 5)
CPU-DF-LB-CM2	Illuminated - Double Faced - Hanging	1,599.00		LED's	2' 8" x 2' 8" x 5 3/8"	62 / 12	(36 x 24 x 36) / 76 x 5 x 5
CPU-DF-LB-CM3	Illuminated - Double Faced - Hanging	1,865.50		LED's	3' x 3' x 5 3/8"	70 / 12	(44 x 13 x 43) / (78 x 5 x 5)
CPU-DF-LB-CM4	Illuminated - Double Faced - Hanging	2,345.20		LED's	3' 4" x 3' 4" x 5 3/8"	80 / 12	(46 x 12 x 46) / (78 x 5 x 5)
CPU-SF-LB-CM0	Illuminated - Single Faced - Hanging	927.63		LED's	1'-8" x 1'-8" x 5 3/8"	20 / 13	(31 x 31 x 8) / (75 x 5 x 5)
CPU-SF-LB-CM1	Illuminated - Single Faced - Hanging	1,165.43		LED's	2' 4" x 2' 4" x 5 3/8"	33 / 12	(37 x 13 x 37) / (78 x 5 x 5)
CPU-SF-LB-CM2	Illuminated - Single Faced - Hanging	1,519.05		LED's	2' 8" x 2' 8" x 5 3/8"	52 / 12	(36 x 24 x 36) / 76 x 5 x 5
CPU-SF-LB-CM3	Illuminated - Single Faced - Hanging	1,772.23		LED's	3' x 3' x 5 3/8"	60 / 12	(44 x 13 x 43) / (78 x 5 x 5)
CPU-SF-LB-CM4	Illuminated - Single Faced - Hanging	2,228.35		LED's	3' 4" x 3' 4" x 5 3/8"	70 / 12	(46 x 12 x 46) / (78 x 5 x 5)
~ Order all of the following signs and plaques:							
CPU-J4B-2	8" Square Full Color Double Face Vinyl / Door Logo (sticker)	5.86	1	n/a	8" x 8"		
J2-C1	CPU ID Sintra	158.30	1	n/a	23 3/8" x 23 3/8"		(26 x 4 x 26)
J7-A4	Mail Drop ID Plaque ("MAIL") - at mail drop	5.86	1	n/a	2" x 10"		smaller signs
J7-B1 13 oz	Mail Drop Security Plaque - at mail drop	11.73	1	n/a	3" x 5"		packaged together
J7-C1	Collection Times Plaque w/ Replacement Kit and suction cup	164.16	1	n/a	11" x 15"		
J7-D1-AC	Available Services Plaque	138.36	1	n/a	12" x 14"		
J7-E1-AC	Hours of Operation Plaque with suction cup removal tool	164.16	1	n/a	11" x 15"		
	Lift Gate charges (extra charge) ~ indicate 1 if required						
	Freight						
		TBD					
		TOTAL \$	648.43				

NOTES:

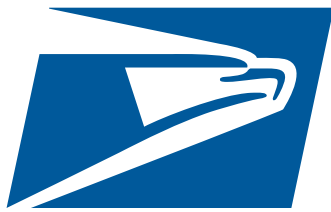
1. Refer to Attachment 5, Part A, Responsibility Schedule to determine who is responsible for providing (ordering and paying for), installing, and maintaining the signs.
2. Prior to ordering exterior signs or illuminated window signs, all approvals and permits required by Landlords, Building and Zoning regulations, covenants, and other parties having jurisdiction over sign type, appearance or placement shall be obtained by the CPU Supplier.
3. Costs shown are the unit cost per sign, excluding shipping and installation. Vendor will quote shipping cost after receipt of order.
4. No double face illuminated exterior CPU signs are listed, available, or planned at this time.
5. The signage is delivered in protective crates that are substantially larger and heavier than the sign alone.
The approximate shipping weight and crate size are shown so proper arrangements for delivery and acceptance of the signage at the CPU can be made. If no dock is available at the CPU, it may be necessary to specify a delivery truck with a rear lift to allow delivery to grade.
6. Shipping dates are 15 business days after receipt of order.
7. The U.S. Postal Service contracted with the Direct Vendor, for all CPU signage through which all signage orders must be placed.

The current **Gable Signs & Graphics, Inc.**

7440 Fort Smallwood Rd
Baltimore, MD 21226
Ph: 877-602-8777

Fax: 410-437-5336

9. All illuminated signs are manufactured for U.S. Standard 110-120V AC with amp draw ranging from 0.6 to 2.0 amps
10. Lamp type for illuminated signs is shown for information only. Signs are shipped with lamps/LED's.



UNITED STATES
POSTAL SERVICE

CPU & VPO Signage Catalog

August 2020



A VISUAL
SOLUTIONS
COMPANY.

7440 Fort Smallwood Road
Baltimore, Maryland 21226
800.854.0568

7364DCH

CPU Illuminated Interior Hanging Window Signs

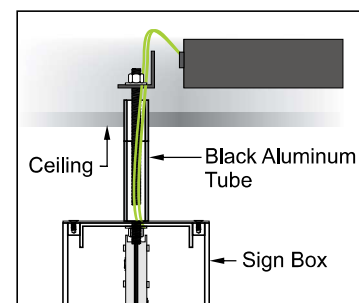
A	1'-8"	2'-4"	2'-8"	3'-0"	3'-4"
B	1'-8"	2'-4"	2'-8"	3'-0"	3'-4"
C	10 ¾"	1'-3"	1'-5"	1'-7 ¼"	1'-9"
D	5 ⅜"	5 ⅜"	5 ⅜"	5 ⅜"	5 ⅜"
VOLTS	120v	120v	120v	120v	120v
D/F Sign	CPU-DF-CM0	CPU-DF-CM1	CPU-DF-CM2	CPU-DF-CM3	CPU-DF-CM4
S/F Wall Mount	CPU-SF-CM0	CPU-SF-CM1	CPU-SF-CM2	CPU-SF-CM3	CPU-SF-CM4
Counter Top w/ Cord	CPU-CT-CM0	CPU-CT-CM1	CPU-CT-CM2		

Sizes CM0, CM1 & CM2 are also available for counter top usage.
(4' electrical cord will be included in this option)

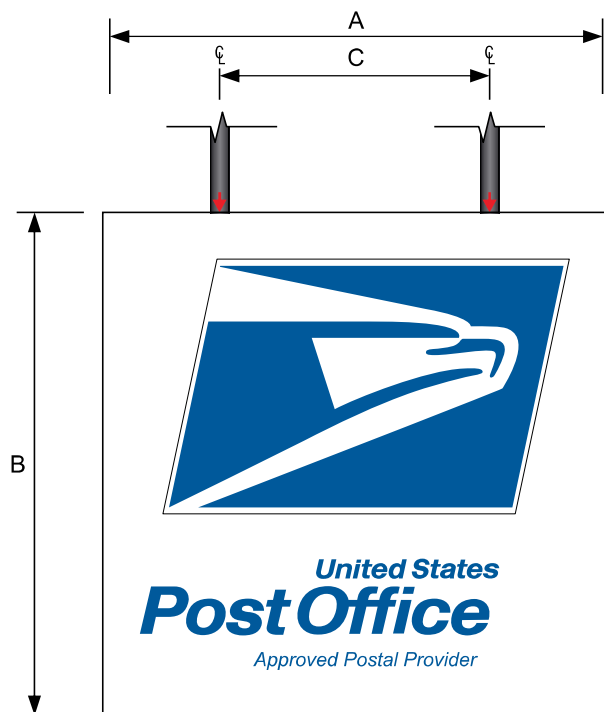
All sizes available for wall mount. (Single face only)

All sizes and types available with 4' power cord (\$27.50 extra)

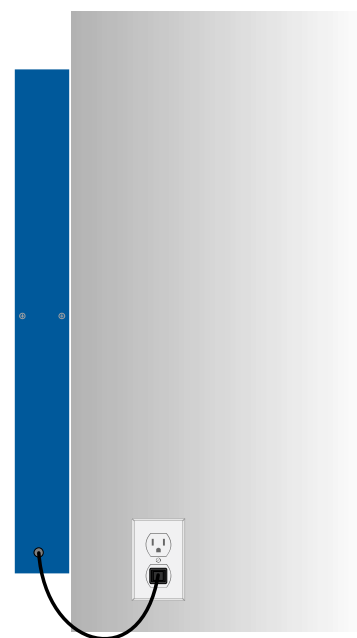
- *Hanging Signs* - Cord will be at the top of the sign to be hidden in ceiling
- *Wall Mount Signs* - Cord will be at the bottom



Section / Ceiling Mount Detail



Optional Single Face wall mount sign with 4' electrical cord



Illuminated Interior Hanging Signs

Usage: Interior Store Identification

VPO Illuminated Interior Hanging Window Signs

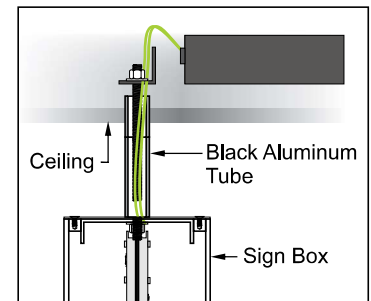
A	1'-8"	2'-4"	2'-8"	3'-0"	3'-4"
B	1'-8"	2'-4"	2'-8"	3'-0"	3'-4"
C	10 ¾"	1'-3"	1'-5"	1'-7 ¼"	1'-9"
D	5 ⅜"	5 ⅜"	5 ⅜"	5 ⅜"	5 ⅜"
VOLTS	120v	120v	120v	120v	120v
D/F Sign	VPO-DF-CM0	VPO-DF-CM1	VPO-DF-CM2	VPO-DF-CM3	VPO-DF-CM4
S/F Wall Mount	VPO-SF-CM0	VPO-SF-CM1	VPO-SF-CM2	VPO-SF-CM3	VPO-SF-CM4
Counter Top w/ Cord	VPO-CT-CM0	VPO-CT-CM1	VPO-CT-CM2		

Sizes CM0, CM1 & CM2 are also available for counter top usage.
(4' electrical cord will be included in this option)

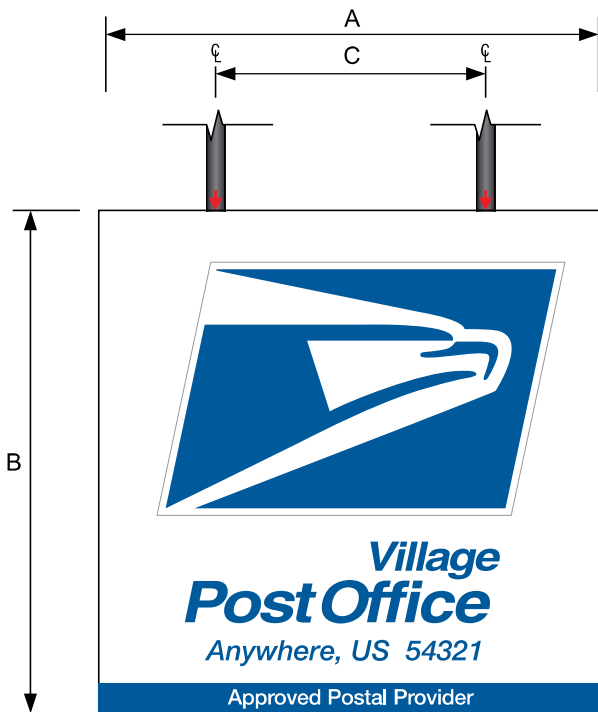
All sizes available for wall mount. (Single face only)

All sizes and types available with 4' power cord (\$27.50 extra)

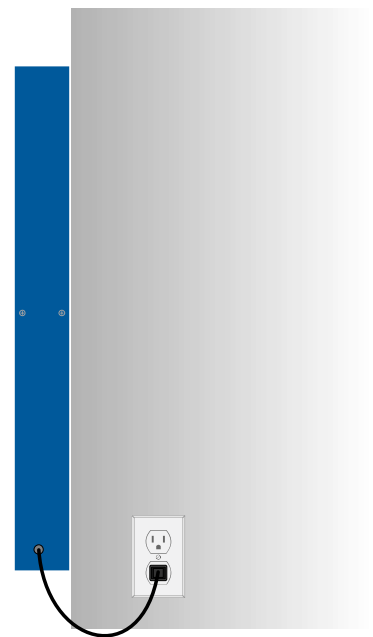
- *Hanging Signs* - Cord will be at the top of the sign to be hidden in ceiling
- *Wall Mount Signs* - Cord will be at the bottom



Section / Ceiling Mount Detail



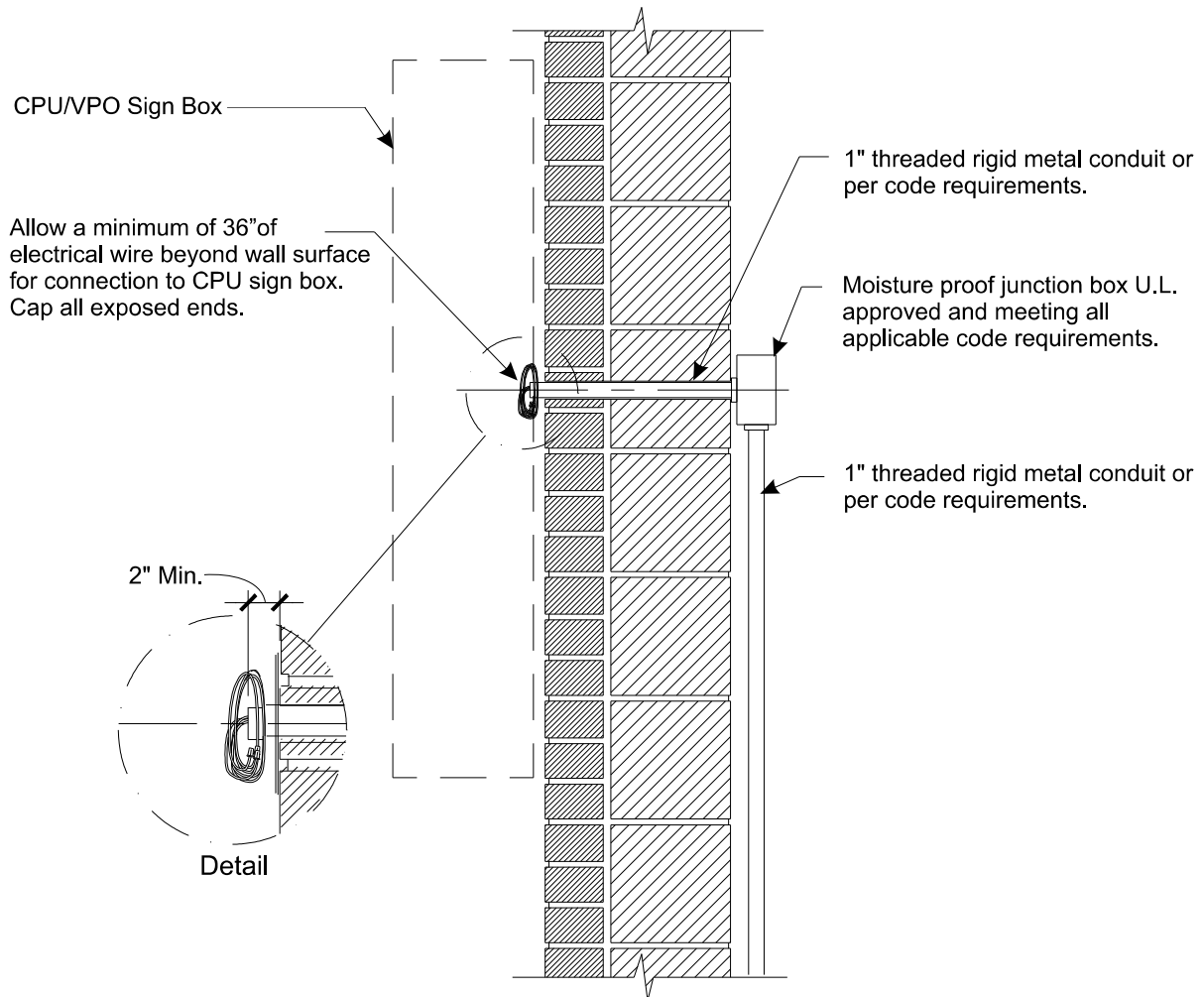
Optional Single Face wall mount sign with 4' electrical cord



Illuminated Interior Hanging Signs

Usage: Interior Store Identification

CPU & VPO Through Wall Sign Connection



Note: CPU & VPO signage must be obtained through the USPS Direct Vendor purchasing agreement.

Illuminated Exterior Wall Mounted Signs

PSIN #	CPU-SF-WM-1	CPU-SF-WM-2	CPU-SF-WM-3	CPU-SF-WM-4
A	6'-0"	7'-0"	8'-0"	9'-0"
B	2'-1/2"	2'-5"	2'-9 3/8"	3'-1 3/4"
C	5"	5"	5"	5"



PSIN #	VPO-SF-WM-1	VPO-SF-WM-2	VPO-SF-WM-3	VPO-SF-WM-4
A	6'-0"	7'-0"	8'-0"	9'-0"
B	2'-1/2"	2'-5"	2'-9 3/8"	3'-1 3/4"
C	5"	5"	5"	5"



Single Face Illuminated Exterior Wall Mounted Sign

Usage: Exterior Store Identification.

Non-Illuminated Exterior Wall Mounted Signs

PSIN #	CPU-WM-1NI	CPU-WM-2NI	CPU-WM-3NI	CPU-WM-4NI
A	6'-0"	7'-0"	8'-0"	9'-0"
B	2'-1½"	2'-5"	2'-9 ⅜"	3'-1 ¾"
C	1 ⅛"	1 ⅛"	1 ⅛"	1 ⅛"



PSIN #	VPO-WM-1NI	VPO-WM-2NI	VPO-WM-3NI	VPO-WM-4NI
A	6'-0"	7'-0"	8'-0"	9'-0"
B	2'-1½"	2'-5"	2'-9 ⅜"	3'-1 ¾"
C	1 ⅛"	1 ⅛"	1 ⅛"	1 ⅛"



Single Face Non-Illuminated Exterior Wall Mounted Sign

Usage: Exterior Store Identification.

Single Face Banners

PSIN #	CPU Banner A	CPU Banner B	CPU Banner C
A	4'-0"	6'-0"	8'-0"
B	2'-0"	2'-0½"	3'-6"



PSIN #	VPO Banner A	VPO Banner B	VPO Banner C
A	4'-0"	6'-0"	8'-0"
B	2'-0"	2'-0½"	3'-6"

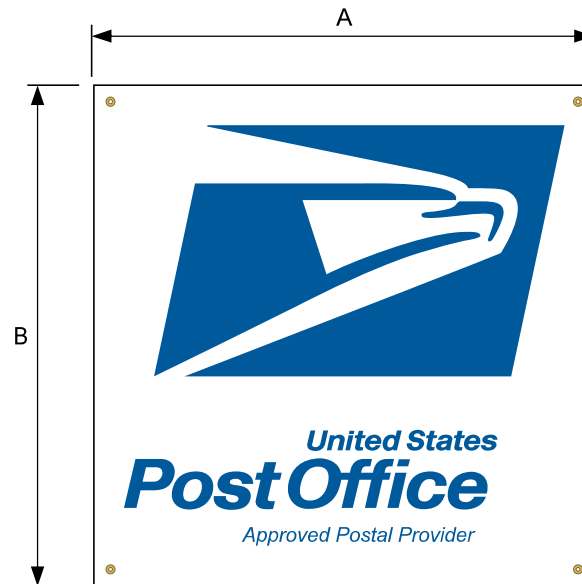


Single Face Banners

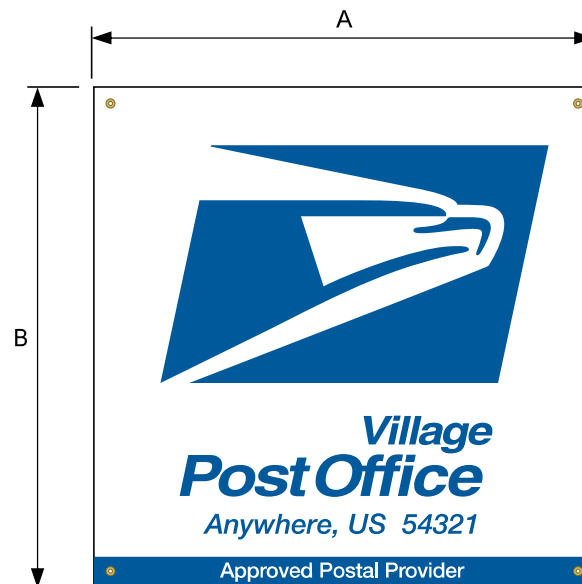
Usage: Temporary Store Identification.

Single Face Banners

PSIN #	CPU Banner CM-0	CPU Banner CM-1	CPU Banner CM-2	CPU Banner CM-3	CPU Banner CM-4
A & B	1'-8"	2'-4"	2'-8"	3'-0"	3'-4"



PSIN #	VPO Banner CM-0	VPO Banner CM-1	CPU Banner CM-2	VPO Banner CM-3	VPO Banner CM-4
A & B	1'-8"	2'-4"	2'-8"	3'-0"	3'-4"



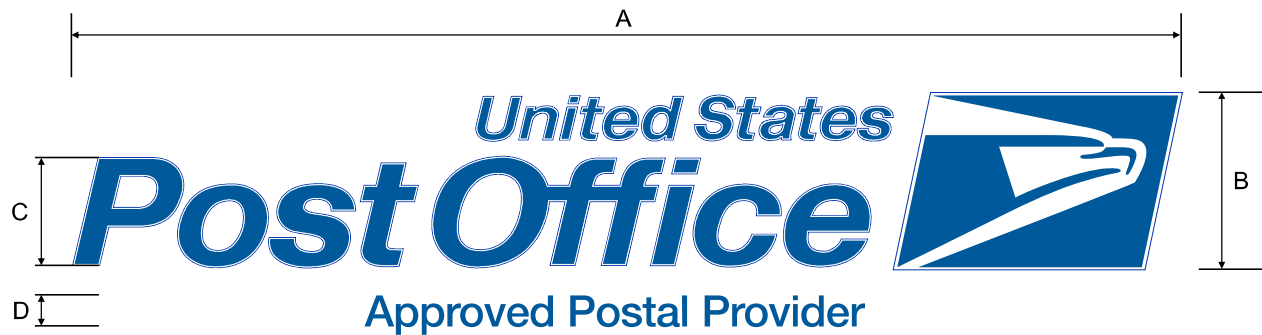
Single Face Banners

Usage: Temporary Store Identification.

CPU Illuminated Channel Letters

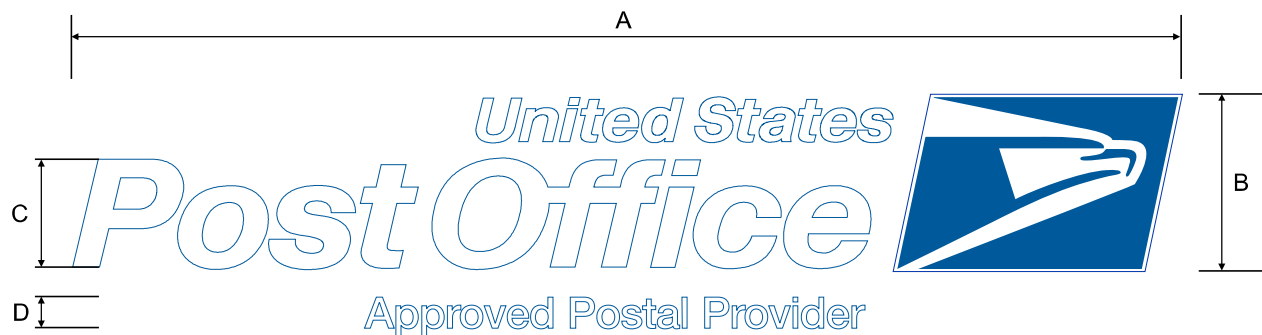
PSIN #	CPU RE 18B	CPU RE 22B
A	15'-0 1/8"	18'-3 1/2"
B	2'-4 7/8"	2'-11"
C	1'-5 1/2"	1'-9 1/4"
D	5"	6 1/8"

NOTE: Use blue faced letters when the supporting wall is light in color.



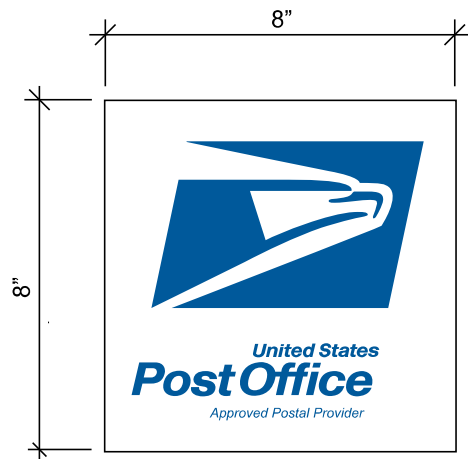
PSIN #	CPU RE 18B	CPU RE 22B
A	15'-0 1/8"	18'-3 1/2"
B	2'-4 7/8"	2'-11"
C	1'-5 1/2"	1'-9 1/4"
D	5"	6 1/8"

NOTE: Use white faced letters when the supporting wall is light in color. The sides of letters are always blue.

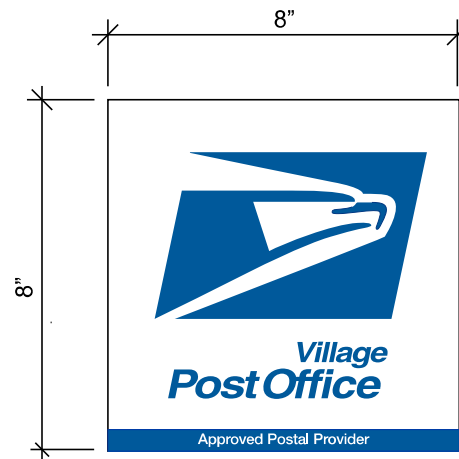


Retail Illuminated Stacked Channel Letters with logo

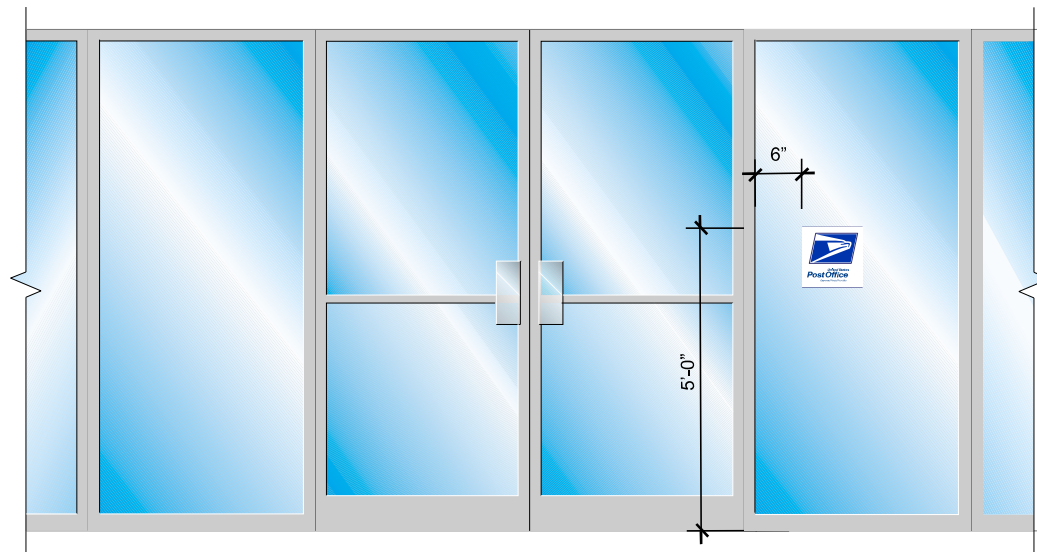
Full Color Vinyl Graphics



CPU-J4-B2



VPO-J4-B2



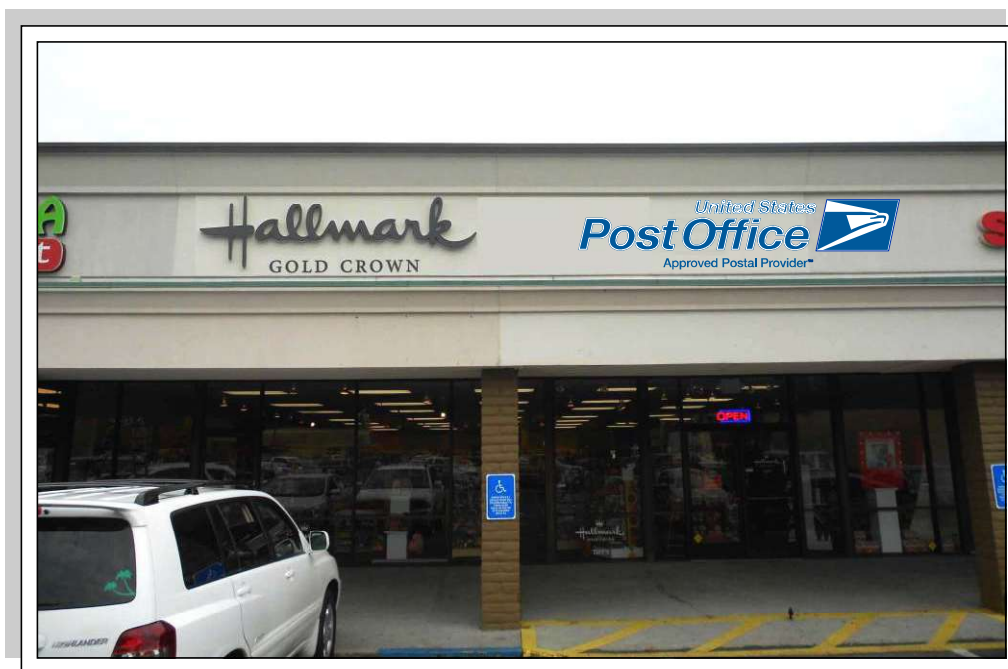
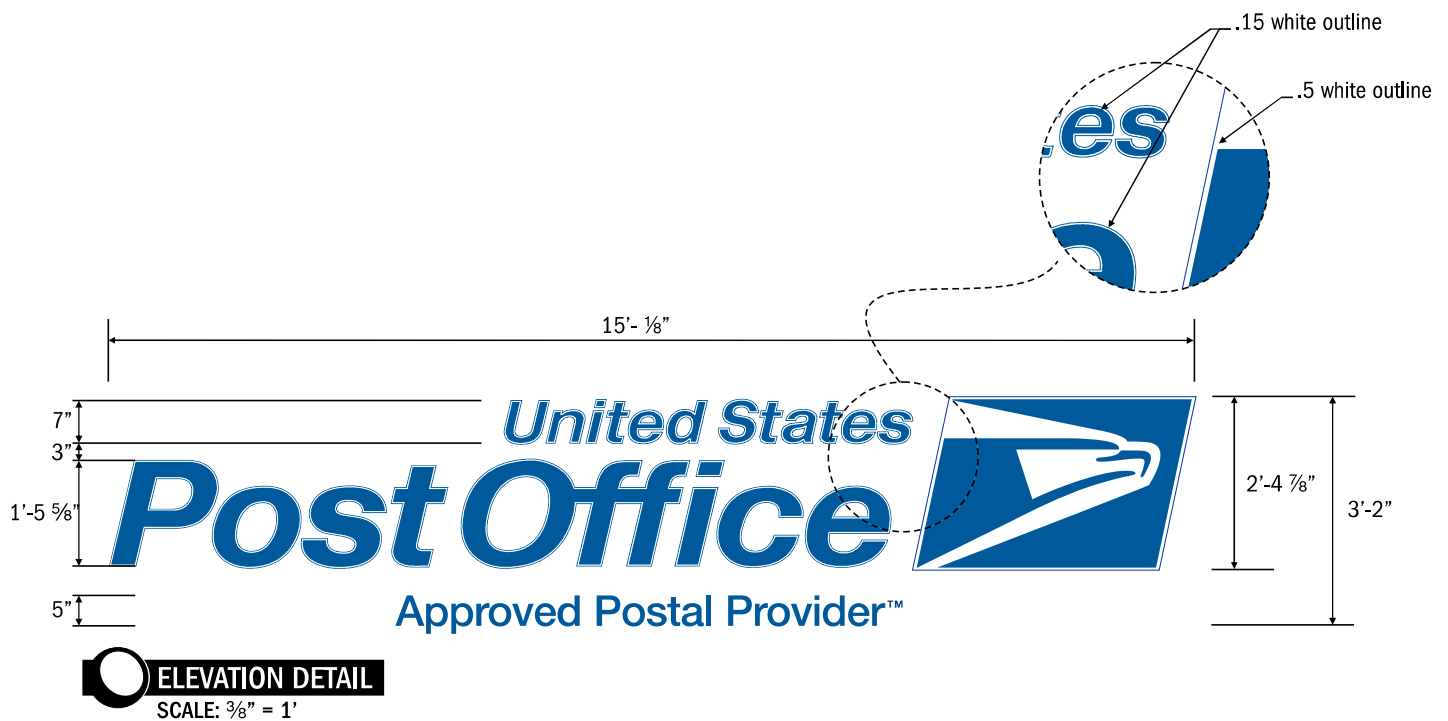
Typical Placement Elevation

8" Square Full Color Double Face Vinyl

Usage: Optional entry graphics to be placed next to primary store entrance. Use sign to provide additional support. Self adhering graphic to be applied to exterior surface of window.

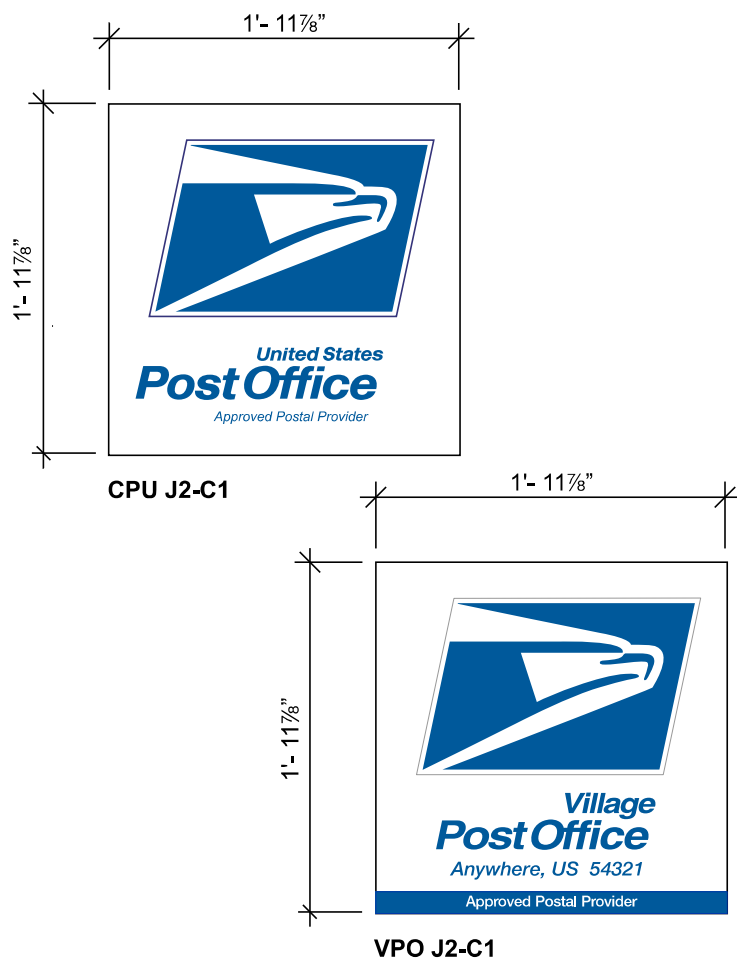
Note: CPU & VPO signage must be obtained through the USPS Direct Vendor purchasing agreement.

CPU Illuminated Channel Letters

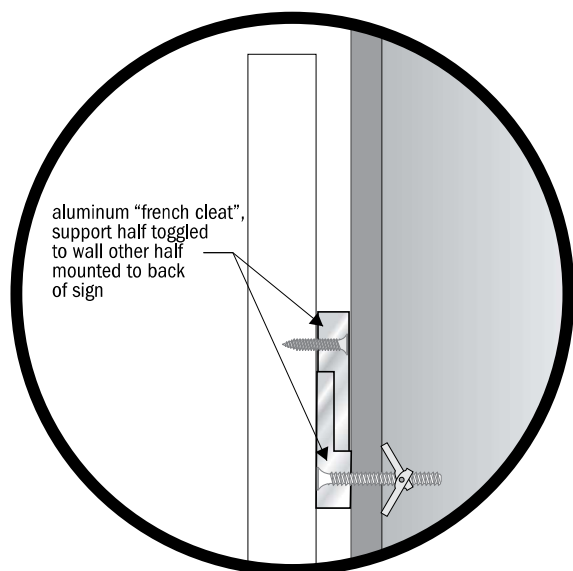


ELEVATION VIEW
SCALE: NTS

Wall Mounted Sintra Logo Panel



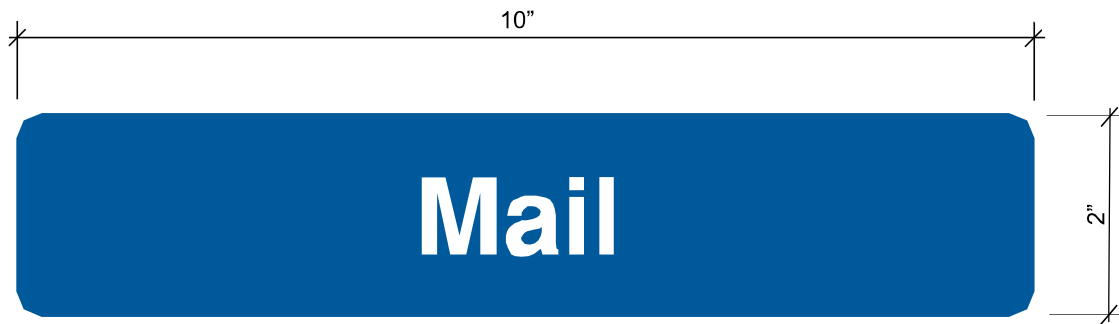
Wall Mounted Sintra Logo 23-7/8" x 23-7/8"



Section/Mounting Detail

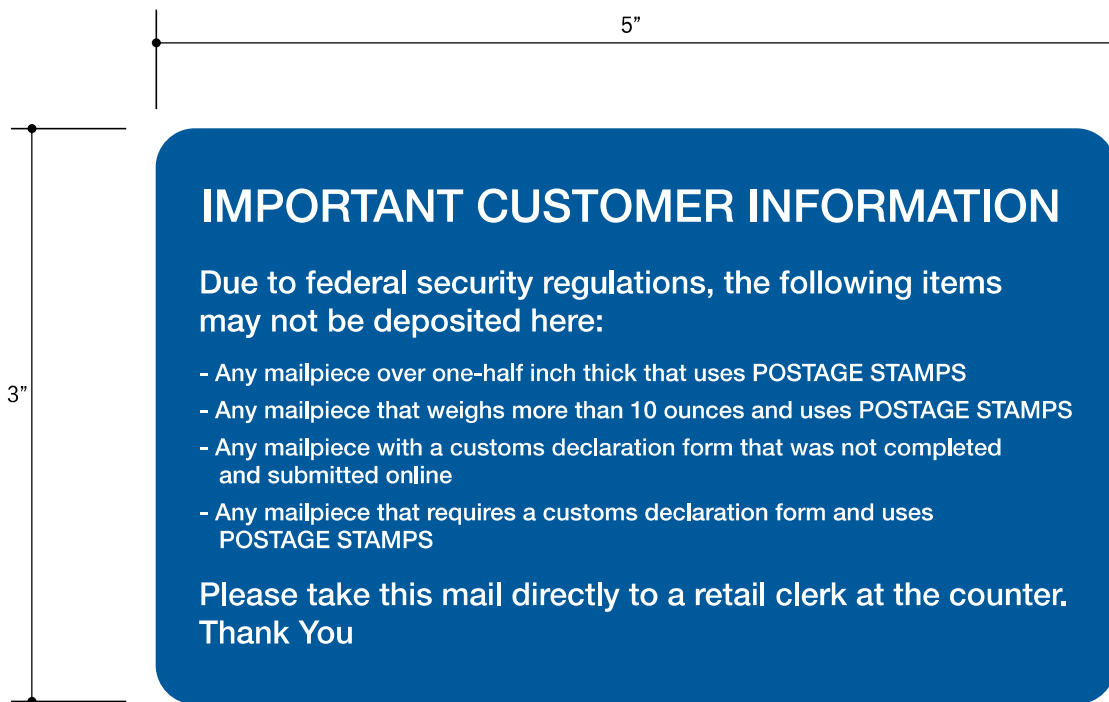
Note: CPU & VPO signage must be obtained through the USPS Direct Vendor purchasing agreement.

Plaques



Drop Box I.D. Plaque / Mail

PSIN# J7-A4



Mail Drop Security Plaque

PSIN# J7-B1 10 OZ

Note: CPU & VPO signage must be obtained through the USPS Direct Vendor purchasing agreement.

Collection Times Plaque

1'-3"

Collection Times									
Monday - Friday	0:00am			0:00pm					
	0:00am			0:00pm					
Saturday	0:00am			0:00pm					
Sunday	Closed								
Holiday	Closed								

10 3/4"

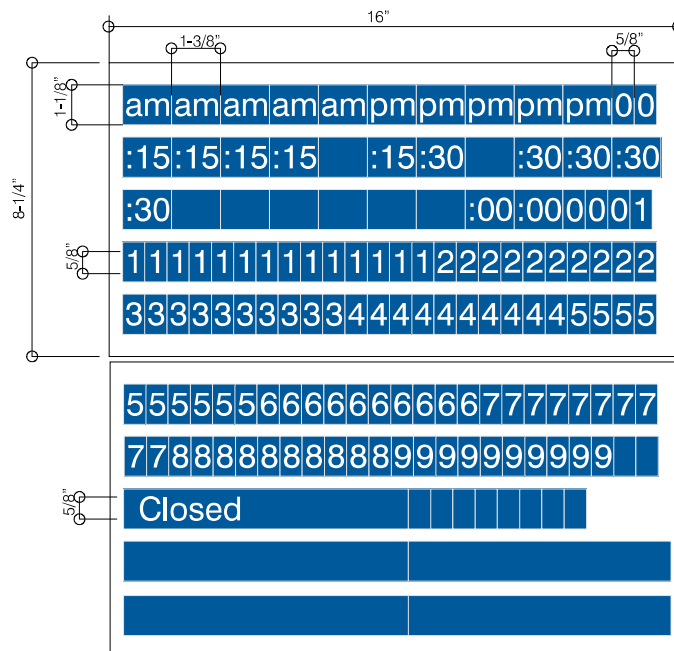
Collection Times Plaque w/ Replacement Kit

PSIN# J7-C1 AC

Note: minimum mounting height to bottom of plaque at 3'-4" AFF.

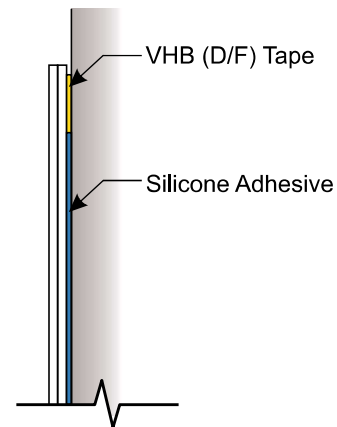
Usage: A Collection Times plaque is required at each drop box location. Sign shall be centered above drop box as shown for each plan type.

Sign includes: character replacement kit and character removal tool.

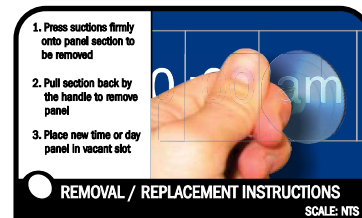


Replacement Kit

PSIN# J7-C1 AC KIT

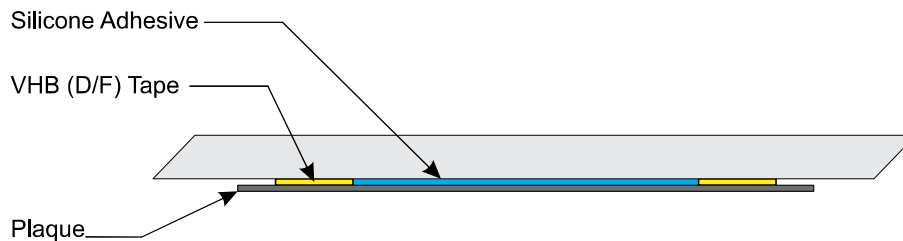


Installation Detail



Note: CPU & VPO signage must be obtained through the USPS Direct Vendor purchasing agreement.

Available Services Sign



Installation Detail



Available Service Plaque

PSIN# J7-D1 AC SOLID

Usage: An Available Service Plaque shall be used at all locations to identify the services provided at the specific CPU. Place sign as shown on specific plan type to be viewed by a customer standing in service line.

Note: CPU & VPO signage must be obtained through the USPS Direct Vendor purchasing agreement.

Hours of Operation Plaque

1'-3"

Hours of Operation									
Monday - Friday				0:00am		0:00pm			
				0:00am		0:00pm			
Saturday				0:00am		0:00pm			
Sunday				Closed					
Holiday				Closed					

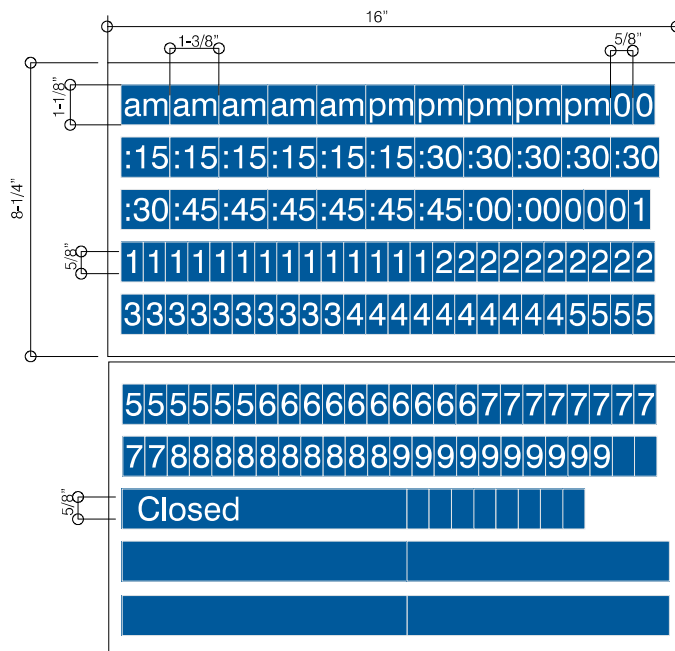
10 3/4"

Hours of Operation Plaque w/ Replacement Kit

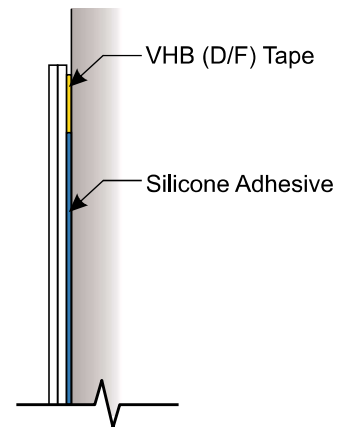
PSIN# J7-E1 AC

Note: minimum mounting height to bottom of plaque at 3'-4" AFF.

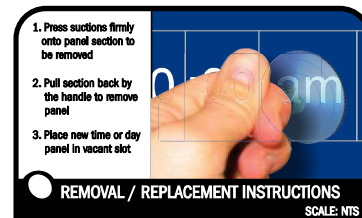
Sign includes: character replacement kit and character removal tool.



Replacement Kit

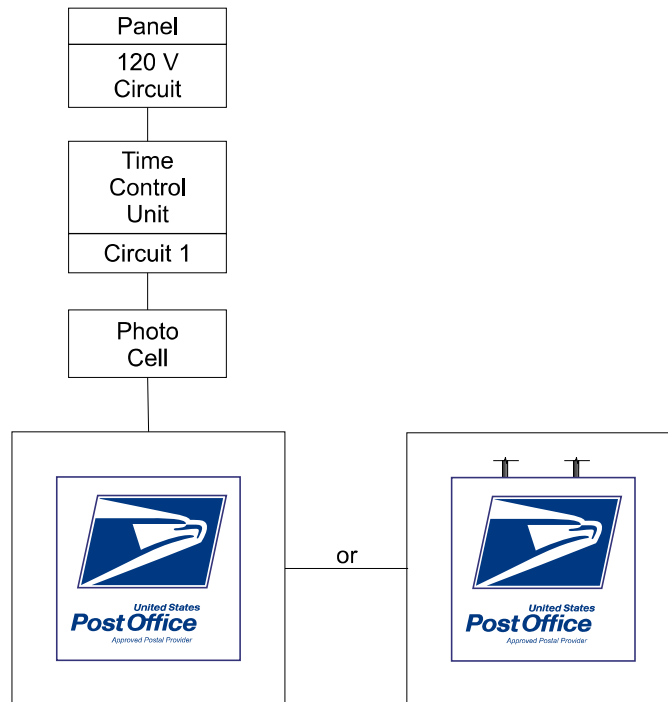


Installation Detail



Note: CPU & VPO signage must be obtained through the USPS Direct Vendor purchasing agreement.

Sign Power Control Method



Method B

Note:

- Set time control circuit 1: "on" @ 4:30pm, "of" @ ? pm

Programming:

- 24 Hour - 7Day (Auto Skip, Reset)
- Single day and temporary holiday programing
- Automatic Daylight Savings change over and Leap Year corrected
- Minimum 16 programming set points.

Single Channel Electronic Time Control Unit

- UL Listed
- Capacity and certifications shall meet all governing code requirements.
- Indoor / Outdoor lockable enclosure
- LCD display of day, day of the week and out put status.
- Power outage carry-over shall maintain time and program for minimum of 7 days.

Photoelectric Control

- Photo-control enclosure shall be constructed of die cast zinc, gasketed for weather protection.
- Cell shall be cadmium sulphide, epoxy coated, one inch diameter
- Contacts shall be normally closed and fail in the on position.
- Photo-control must with stand temperatures of -40 to 140 degrees F.
- Unit to be provided with three color coded, six inch wire leads, #16awg, rated for 105 C.
- Photo-control shall have a fixed base for mounting through 7/8 inch opening or 1/2 inch K.O.

CPU Sign Power Control Method

To control a single sign or multiple signs, all on or off at the same time

Note: CPU & VPO signage must be obtained through the USPS Direct Vendor purchasing agreement.



Typical Placement Elevation

CPU Illuminated Box Signs (Hanging) Double-Faced

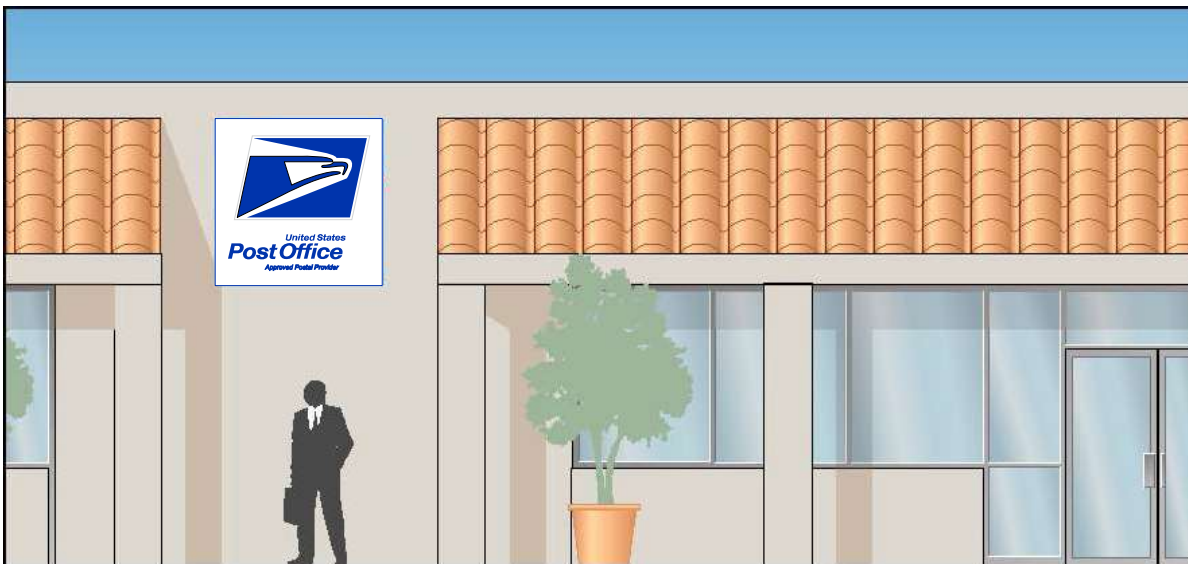
Note: CPU & VPO signage must be obtained through the USPS Direct Vendor purchasing agreement.

Placement Elevations



Typical Placement Elevation

CPU Illuminated Square Wall Signs



Typical Placement Elevation

CPU Illuminated Square Wall Signs

Note: CPU & VPO signage must be obtained through the USPS Direct Vendor purchasing agreement.

Construction Requirements

General

- ◆ The Responsibility Schedule in Part A of this Attachment identifies the CPU Supplier as the party responsible for accomplishing the CPU build-out in compliance with the Solicitation Requirements and the USPS approved Design prepared by the Supplier.
- ◆ The USPS does not address the means or methods by which the Supplier accomplishes the work.
- ◆ Whether the Supplier uses professional builders or accomplishes the build-out through the use of in-house staff (or a combination thereof), the build-out must comply with applicable building codes and be performed using a standard of care consistent with common construction practice.
- ◆ The following Generic Scope of Work is provided as a guide to the Supplier, to help identify many of the tasks that need to be performed, as well as providing some detailed information about the build-out not available elsewhere.

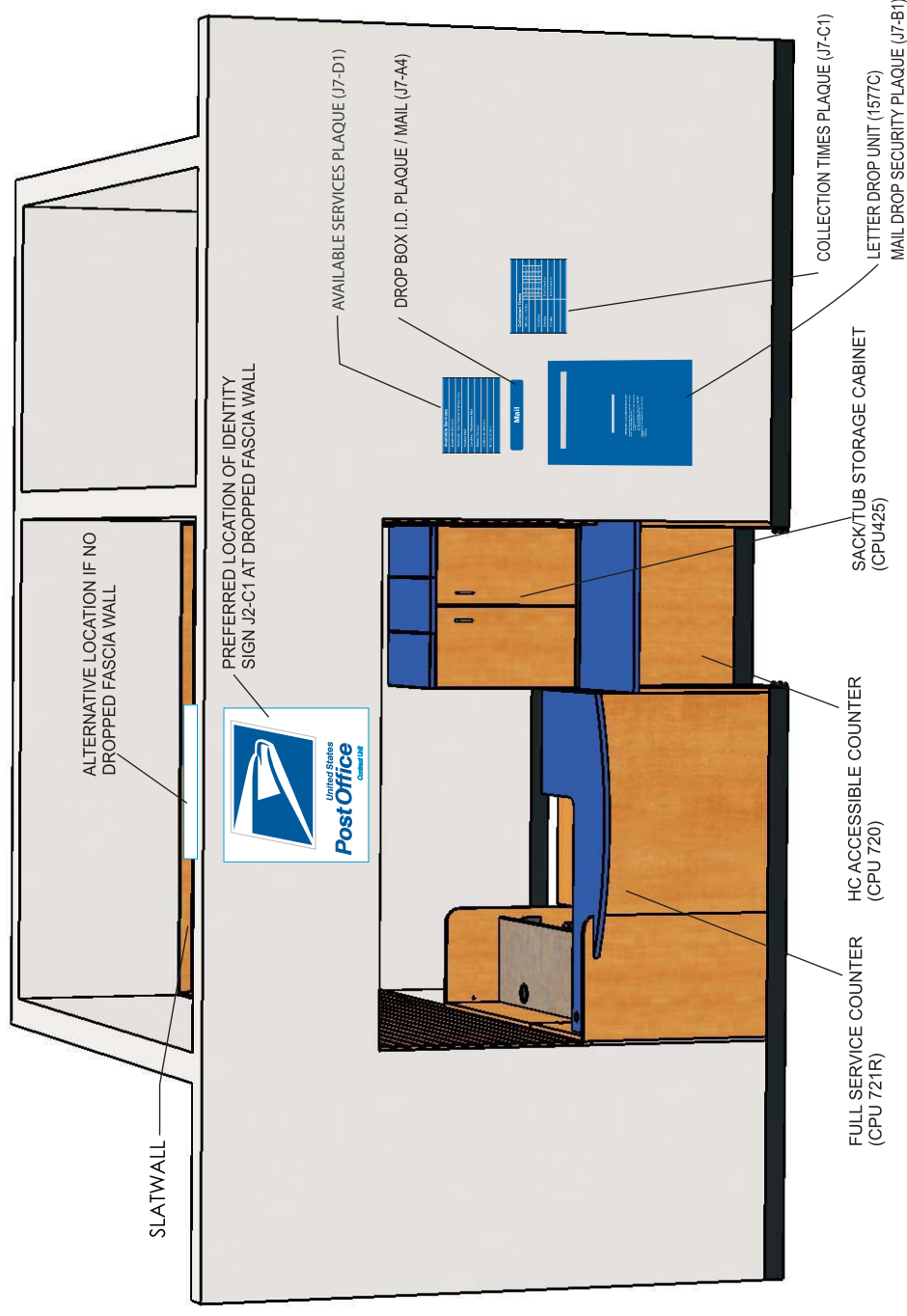
➤ Generic Scope of Work

- ◆ The Contract Postal Unit shall be constructed in compliance with applicable building codes to attain a completed layout and appearance using the materials and finishes shown in the Supplier prepared, USPS approved CPU Design Documents and the Solicitation.
- ◆ Furnish all labor, materials, and equipment necessary to complete the work that is not explicitly provided, installed or maintained by the USPS in the Responsibility Schedule in Part A of this Attachment.
- ◆ All work shall be performed using the best work practices of the industry.
- ◆ All work areas shall be kept clean of debris on a daily basis.
- ◆ Obtain and pay for all necessary insurance permits, licenses, and approvals required.
- ◆ Perform all required alterations including but not limited to, the construction, assembly and installation of all walls, floors, ceilings, fixtures, equipment, furnishings, millwork cabinetry, signage, finishes, materials, mechanical and electrical work required.
- ◆ All work shall be diligently prosecuted to completion.
- ◆ Work shall include receiving, storing, unpacking, assembly, and installation of USPS provided and Supplier installed material, equipment, and signage, identified in the Responsibility Schedule in Part A of this attachment.
- ◆ Legally dispose of (off site) all construction debris, packaging, and crates.
- ◆ Install all interior and exterior CPU signage shown to be Supplier installed in the Responsibility Schedule, including all related electrical work necessary to power illuminated signs.
- ◆ Clean all surfaces and use the generic Pre-Acceptance Inspection Checklist in Part C of this attachment to perform a pre-inspection compliance review to assure all work is complete.
- ◆ Submit (fax, mail, or email) a completed copy of the Pre-Acceptance Inspection Checklist to the USPS which will serve as notification to the USPS that the build-out is complete, has passed the Suppliers personal inspection and is ready for the final USPS build-out acceptance inspection.
- ◆ Complete punch list items identified by the USPS acceptance inspection.

Supplier Pre-Acceptance Inspection Checklist

- The Supplier shall complete this inspection checklist and submit it to the USPS prior to calling for a USPS final build-out acceptance inspection.

No.	Description	Yes	No	N/A
1	CPU area is clean and ready for inspection.			
2	Location and orientation of CPU build-out within facility complies with USPS approved design.			
3	Plan dimension of CPU complies with USPS approved design.			
4	CPU counters are properly installed with clean straight alignment.			
5	Slat wall is installed as shown on the USPS approved design.			
6	Slat wall is correct color, finish, size, has proper alignment.			
7	Slat wall has finish strips around edges as required.			
8	Sack Racks are installed as shown in USPS approved design.			
9	Sack rack doors have proper alignment and function properly.			
10	Letter drop is installed properly and mail slot is at height of			
11	Collection time plaque (J7-C1-AC) is installed adjacent to letter drop per design.			
12	"MAIL" plaque (J7-A4) is properly installed on letter drop per plan.			
13	Available Services Plaque (J7-D1-AC SOLID) is properly installed and located per design.			
14	CPU wall construction appears visually complete, properly finished, and in compliance with design.			
15	Dropped fascia wall (over counter line around CPU) appears visually complete, properly finished, and in compliance with design.			
16	Painted surfaces appear to have correct colors, are professional in appearance, and compliant with the design.			
17	The 3-0" by 1'8" USPS ID Sintra (sign J2-C1) is installed in compliance with the design (normally on dropped fascia wall, centered on CPU).			
18	Electrical outlets are present as required for CPU equipment.			
19	Door locks and hardware are complete and functional.			
20	Safe is present as required, not placed in customers view.			
21	Ceiling is complete, clean, properly aligned, professional in appearance, proper color, and compliant with the design.			



PERSPECTIVE VIEW

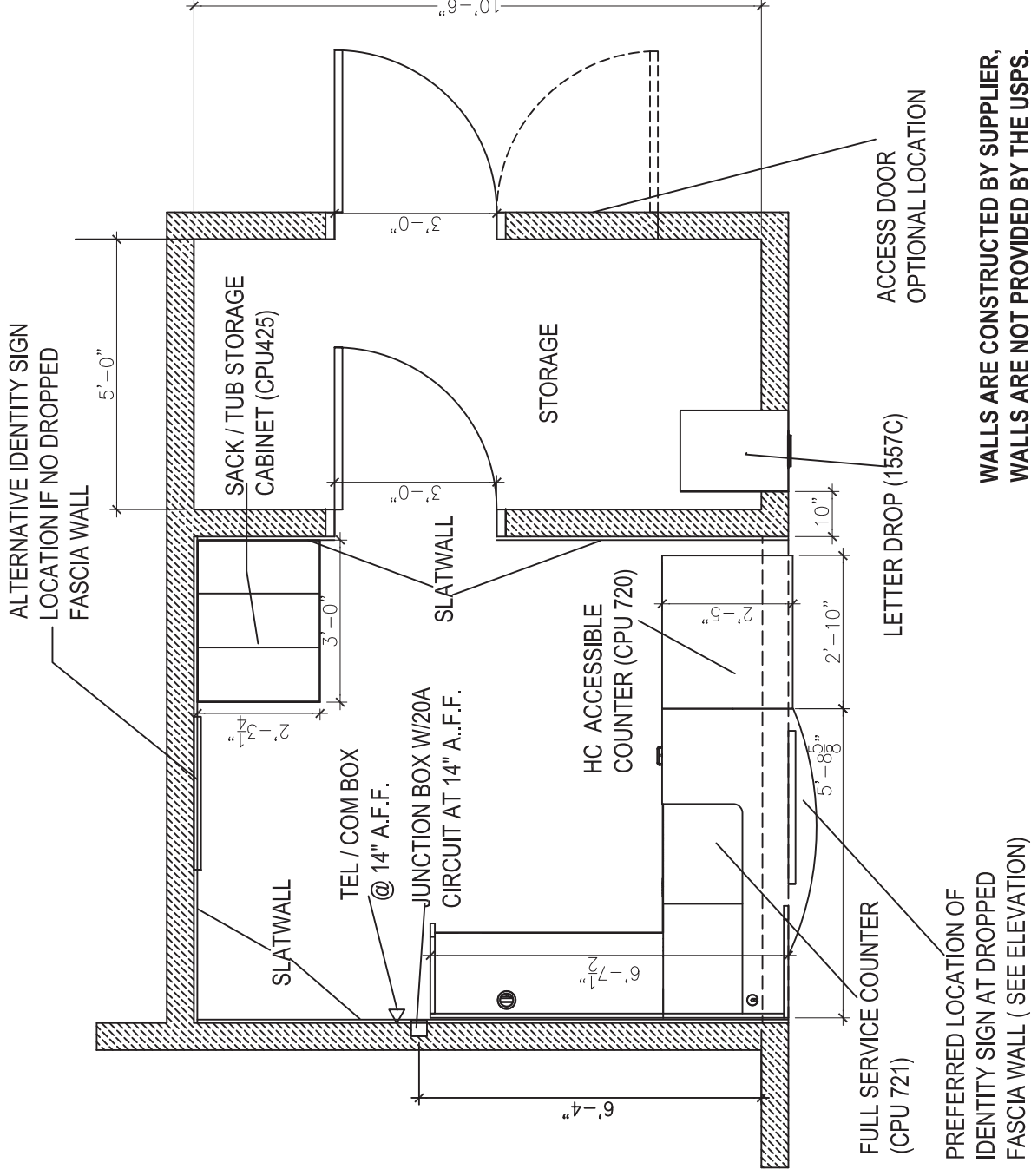
WALLS ARE CONSTRUCTED BY SUPPLIER,
WALLS ARE NOT PROVIDED BY THE USPS.

178 SQ. FT.



USPS CPU

OPTION 1
1 OF 4



WALLS ARE CONSTRUCTED BY SUPPLIER,
WALLS ARE NOT PROVIDED BY THE USPS.

PLAN VIEW

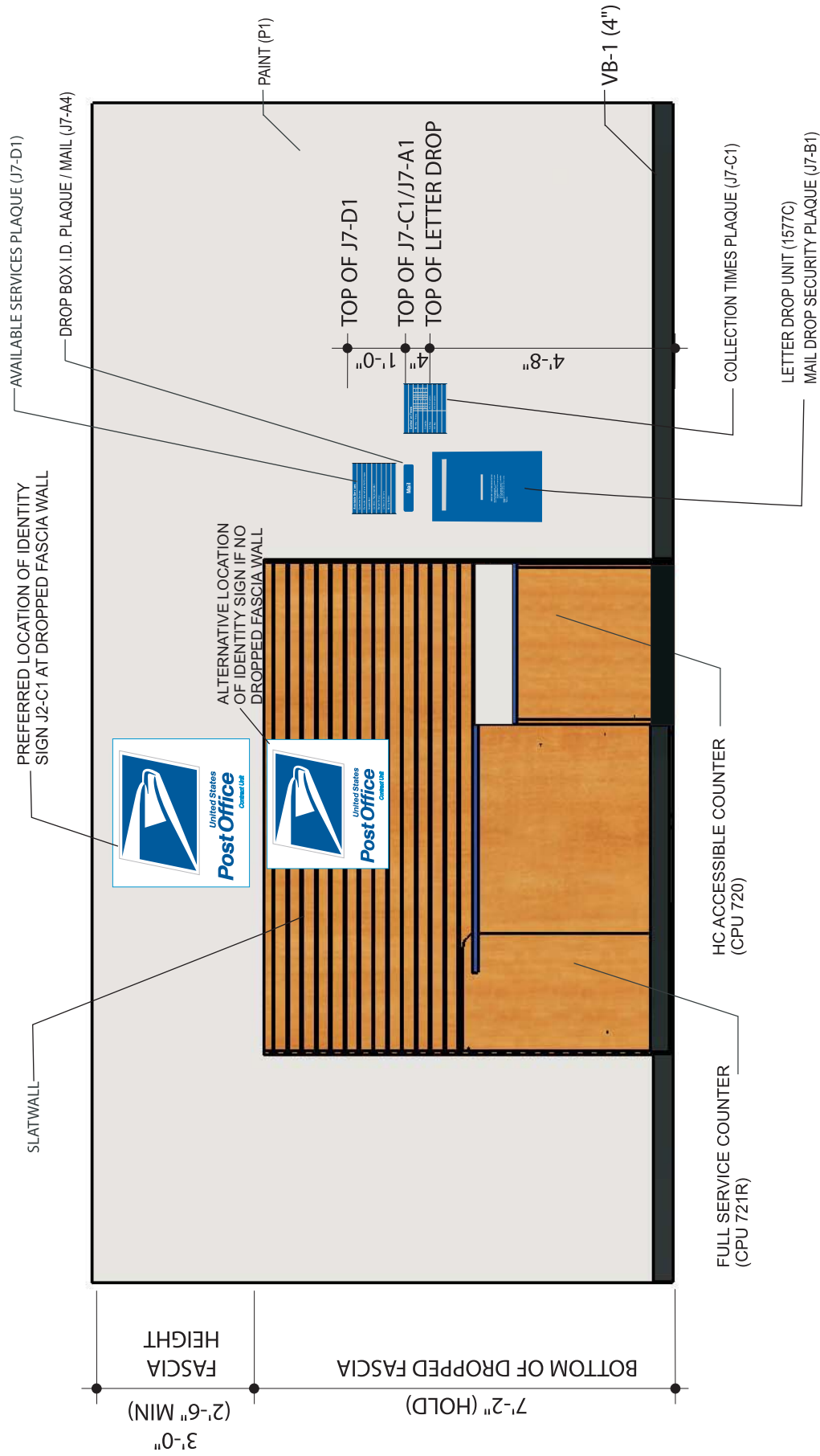
178 SQ.FT.



USPS CPU

OPTION 1

2 OF 4



ELEVATION VIEW

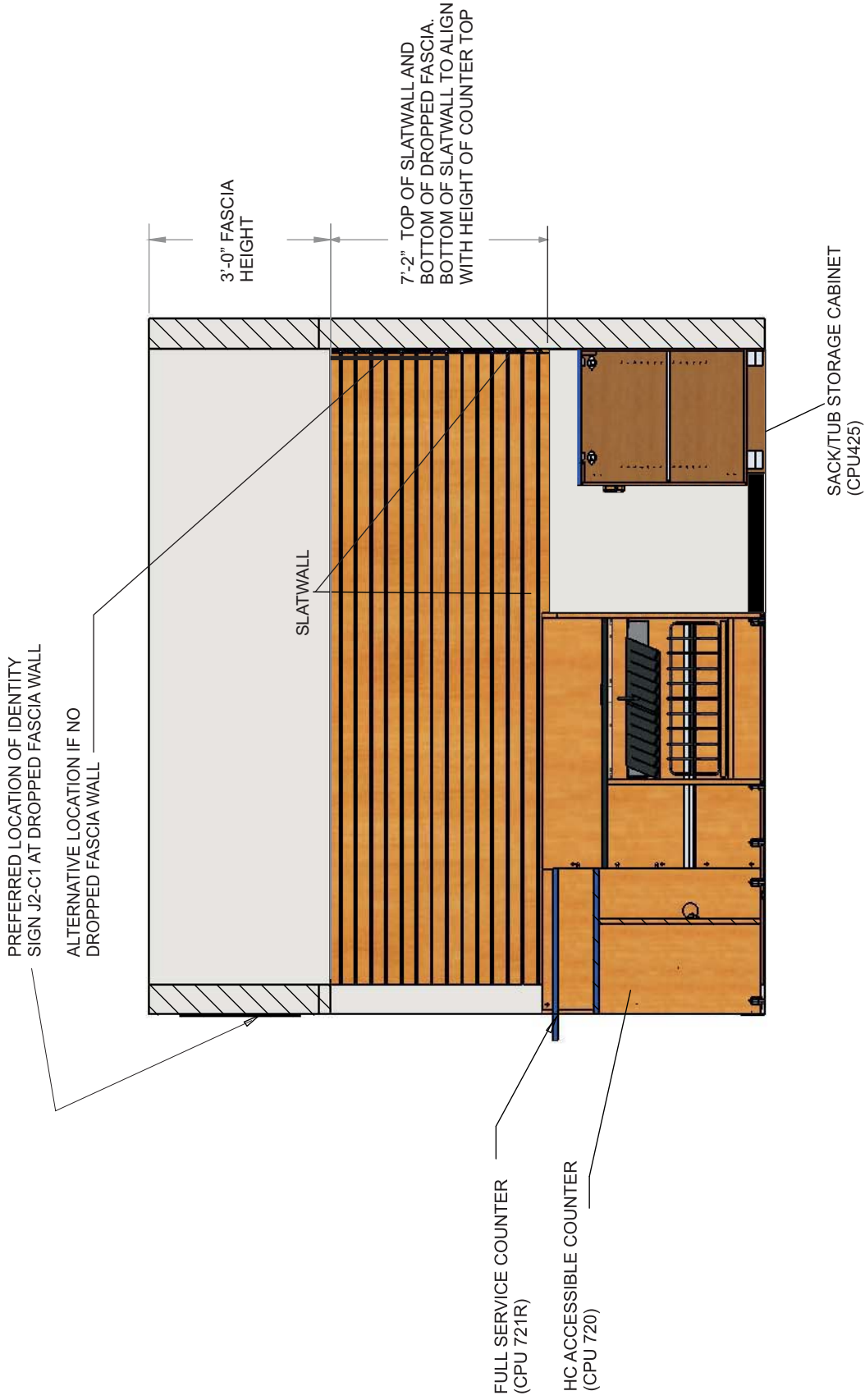
WALLS ARE CONSTRUCTED BY SUPPLIER,
WALLS ARE NOT PROVIDED BY THE USPS.



USPS CPU

OPTION 1

3 OF 4



TYPICAL SECTION (APPLIES TO ALL PLANS)

WALLS ARE CONSTRUCTED BY SUPPLIER,
WALLS ARE NOT PROVIDED BY THE USPS.



USPS CPU

EXHIBIT D



CITY OF SPANISH FORT

7361 Spanish Fort Blvd.
Spanish Fort, Alabama 36527
(251) 626-4884
(251) 626-4880 Fax

Michael M. McMillan
Mayor
Rebecca A. Gaines
City Clerk

City Council
Robert Curtis Smith
Carl L. Gustafson, Jr.
Shane M. Perry
Clewis W. Smith, Jr.
Mary W. Brabner

November 25, 2020

The Honorable Louis DeJoy
Postmaster General
of the United States
475 L'Enfant Plaza SW
Washington, D.C. 20260

RE: Contract Postal Unit in Spanish Fort, Alabama

Dear Postmaster General DeJoy:

I am writing this letter regarding the Contract Postal Unit (CPU) in Spanish Fort, Alabama. The City of Spanish Fort is a growing municipality and is presently served by a CPU, which includes approximately seven hundred post office boxes. Public officials and local residents have been working to expand the services of the CPU and have been requesting the construction of a full service post office within the City of Spanish Fort to serve the municipality and surrounding community for years. It has come to our attention that, instead of increasing the services offered at the CPU in Spanish Fort and/or moving toward the construction of a full service post office, the United States Postal Service (USPS) is in fact attempting to reduce the services offered to the City of Spanish Fort and the surrounding community by replacing the present CPU with a kiosk to be located within an existing building or retail store, and it is our understanding that the approximately seven hundred post office boxes serviced at the existing CPU will be moved to the Post Office in the City of Daphne. This is totally unacceptable and will negatively impact the City of Spanish Fort and the surrounding community.

Spanish Fort is one of the fastest growing communities in Alabama, and as stated above, there have been repeated requests over several years to increase the services provided by the USPS in Spanish Fort. It is my understanding that Senator Richard Shelby's office and Representative Bradley Byrne's office have been involved in discussions with USPS legislative

"A City of Spirit"

affairs and with other representatives from the USPS to advocate for a full service post office and/or to maintain the current level of services offered in the City of Spanish Fort.

We received notice of a solicitation for bids by the USPS for a CPU in Spanish Fort bearing Solicitation No. 2D-21-A-0006. That solicitation, according to our review of the bid documents and conversations with representatives from the USPS, would actually reduce the size of the CPU and level of service provided in the City of Spanish Fort and would result in the removal of the approximately seven hundred post office boxes in the City of Spanish Fort to the City of Daphne Post Office. This is contrary to the information provided to our elected officials and is extremely disturbing. Attached is a copy of a letter I received from Representative Bradley Byrne to you dated November 14, 2020. It is clear that Representative Byrne believes he was misled in this process, and we believe that the USPS is not looking out for the best interest of the citizens of the City of Spanish Fort and the surrounding community. It is our understanding that USPS Solicitation No. 2D-21-A-0006 has been withdrawn. USPS Solicitation No. 2D-21-A-0009 has been issued as of November 19, 2020, and that solicitation also contemplates the same proposed kiosk and would result in the removal of the aforementioned post office boxes from the City of Spanish Fort.

As stated above, we believe that the demand for services in Spanish Fort and the surrounding community will continue to grow at a fast pace. I do not believe that the USPS has given appropriate consideration to the impact of the reduction of services and removal of boxes from the Spanish Fort CPU will have on the affected citizens. Individuals and businesses will have to make an approximately thirty minute round trip drive to the Daphne Post Office in order to obtain the same level of services. Due to local and interstate traffic, that trip time can increase greatly due to tourist traffic and accidents that occur on a weekly basis in the area. In addition, businesses that have maintained a Spanish Fort address, post office box and business license may now be required to maintain a post office box in the City of Daphne, which could affect their business operations and licensing. In fact, if the City of Spanish Fort elects to maintain a post office box, its mailing address would be a post office box in the City of Daphne. Furthermore, the loss of the Spanish Fort CPU and the level of services provided would create a hardship on existing businesses and may impact the recruitment and location of new businesses.

It is our understanding that the Post Office in the City of Daphne does have limited capacity for expansion, and when that post office reaches full capacity, an alternate site may be required in order to meet the needs of the community. We believe that a full service post office in the City of Spanish Fort would not only meet the needs of the citizens of the City of Spanish Fort and the surrounding community, but it would also extend the life and effective service capabilities of the Daphne Post Office. At a minimum, the USPS should maintain a full service CPU, including post office boxes, within the City of Spanish Fort. The City of Spanish Fort would like to discuss with you and/or the appropriate representatives from the USPS the possibility of the construction and/or the operation of a full service post office in Spanish Fort. The City owns some vacant property and some existing buildings which may be suitable for the operation of a post office.

On behalf of the citizens of the City of Spanish Fort and the surrounding community, I hereby request that the USPS withdraw its present solicitation for bids and revise the solicitation process to include the construction of a full service post office, or in the alternative,

the construction of a CPU which provides full service, including post office boxes, in the City of Spanish Fort.

Your assistance in this matter will be greatly appreciated. If you have any questions or comments, please do not hesitate to contact me.

Yours very truly

A handwritten signature in blue ink, appearing to read "Michael M. McMillan", with a stylized flourish at the end.

MICHAEL M. MCMILLAN
Mayor

Enclosure

xc: The Honorable Bradley Byrne, Representative of the First District of Alabama
The Honorable Richard Shelby, US Senator from Alabama
The Honorable Jerry Carl
The Honorable Tommy Tuberville
The Honorable Carolyn B. Maloney, Chairwoman, Committee on Oversight & Reform
The Honorable James Comer, Ranking Member, Committee on Oversight & Reform
Judy S. Mannings, Alabama Legislative Chair for the National Association of Postal Supervisors
Sharon McIntosh, President, American Postal Workers, Local 715